APPLICATION TO MYANMAR INVESTMENT COMMISSION FOR INVESTMENT PERMIT TO INVEST IN

“FLOATING STORAGE UNIT FOR STORAGE OF LPG AS TRANSIT POINT ”

UNDER THE MYANMAR INVESTMENT LAW

SOUTHERN MYANMAR DEVELOPMENT CO.,LTD.

Southern Myanmar Development Company Limited

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Allocated Annex No.	No. in MIC form	Question in the form	Information / Document
Application for investment permit			
Annex 2. Application for Investment Permit [MIC Form 2]			
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Annex 2.2	5	Type of business organization	• Copy of joint venture agreement
Annex 2.3	6	List of shareholders and directors	• Director list
Annex 2.4	7	Particulars of company incorporation	• MyCo Print out
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Annex 2.6	12(d)	Annual income	• Income statement
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အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊

ရက်စွဲ ၊၂၀၁၈ ခုနှစ်၊ ဒီဇင်ဘာလ၊ ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၃၆ နှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါအချက်အလက်များကိုဖော်ပြ၍ လျှောက်ထားအပ်ပါသည် -

၁။ ရင်းနှီးမြှုပ်နှံသူ၏ -

(က) အမည် ဦးစိန်ဝမ်း

(ခ) အဖအမည် ဦးသိန်းထွန်း

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ၁၂/ပဇတ(နိုင်)၀၂၆၂၈၀

(ဃ) နိုင်ငံသား မြန်မာ

(င) နေရပ်လိပ်စာ

(၁) ပြည်တွင်း အမှတ် (L/၆၆-၆၈)၊ ခရေပင်လမ်း၊ F.M.I City Finger Lake၊ လှိုင်သာယာမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး၊ မြန်မာနိုင်ငံ။

(၂) ပြည်ပ

(စ) တယ်လီဖုန်း/ဖက်စ် +၉၅၁၆၈၂၄၄၅

(ဆ) အီးမေးလ်လိပ်စာ smd.monstate@gmail.com

(ဇ) ပင်မကုမ္ပဏီအမည် Southern Myanmar Development Company Limited

(ဈ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ အမှတ် (L/၆၆-၆၈)၊ ခရေပင်လမ်း၊ F.M.I City Finger Lake၊ လှိုင်သာယာမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး၊ မြန်မာနိုင်ငံ။

(ည) လုပ်ငန်းအမျိုးအစား Floating Storage Unit for Storage of LPG as Transit Point

၂။ ဖက်စပ်ပြုလုပ်၍ ရင်းနှီးမြှုပ်နှံလိုပါကရင်းနှီးမြှုပ်နှံသူနှင့် ဖက်စပ်ပြုလုပ်မည့်သူများ၏ -

(က) အမည် ....

(ခ) အဖအမည် ....

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/
နိုင်ငံကူးလက်မှတ်အမှတ် ....

(ဃ) နိုင်ငံသား ....

(င) နေရပ်လိပ်စာ ....

(၁) ပြည်တွင်း ....

(၂) ပြည်ပ ....

(စ) ပင်မကုမ္ပဏီအမည် ....

(ဆ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ ....

မှတ်ချက်။ အထက်အပိုဒ် ၁၊ ၂ တို့နှင့် စပ်လျဥ်း၍ အောက်ပါအချက်များကို ပူးတွဲတင်ပြရန် -

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားများ (မိတ္တူ)

(၂) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် (မိတ္တူ) နှင့် နိုင်ငံကူးလက်မှတ် (မိတ္တူ)

(၃) အဆိုပြုလုပ်ငန်းတွင် ပါဝင်လိုသူများ၏ လုပ်ငန်းပိုင်းနှင့် ငွေရေး ကြေးရေး ဆိုင်ရာအထောက်အထားများ

၃။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါကလျှောက်ထားသူ၏ -

(က) အမည် ဦးမျိုးတင့်ဇော်

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် ....
(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ၁၂/ရကန(နိုင်)၈၁၃၉၅၇

(ဃ) နိုင်ငံသား မြန်မာ

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့် နေရပ်လိပ်စာ အမှတ် ၁၈၈/၆၊ နီလာလမ်းသွယ်၊ ရေနံသာလမ်း၊ (၂၄) ရပ်ကွက်၊ သုဝဏ္ဏ၊ သင်္ဃန်းကျွန်းမြို့နယ်၊ ရန်ကုန်။

(စ) တယ်လီဖုန်း/ဖက်စ် +၉၅၉၅၁၇၉၇၂၅၊ +၉၅၉၇၆၅၁၇၉၇၂၅

(ဆ) အီးမေးလ်လိပ်စာ myotintzaw.smd@gmail.com

၄။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် လုပ်ငန်းအမျိုးအစား Floating Storage Unit for Storage of LPG as Transit Point

၅။ ဖွဲ့စည်းမည့်စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန်

☐ ရာနှိုင်းနှုန်းပြည့် ☒ ဖက်စပ်ပြုလုပ်ခြင်း(ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း(စာချုပ်မူကြမ်းတင်ပြရန်)

၆။ အစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု %
၁	Bedok Construction & Engineering Co.,Ltd. (Represented by U Sein Wan)	Incorporated in Myanmar	၃၄ %
၂	Asiatech Power Pte.,Ltd. (Represented by Mr. Tang Weng Fei)	Incorporated in Singapore	၃၃ %
၃	Siam Gas Power Pte.,Ltd. (Represented by Mr. Supachai Weeraborwornpong)	Incorporated in Singapore	၃၃ %

၇။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း ၁၀,၁၀၀,၀၀၀,၀၀၀ ကျပ်

(ခ) အစုရှယ်ယာအမျိုးအစား သာမန်အစုရှယ်ယာ

(ဂ) အစုရှယ်ယာရှင်များကထည့်ဝင်မည့် အစုရှယ်ယာပမာဏ ၁,၀၁၀,၀၀၀

Paid up – ၁၀၀,၀၀၀,၀၀၀ ကျပ်, Unpaid - ၁၀,၀၀၀,၀၀၀,၀၀၀ ကျပ်

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်း ပူးတွဲ တင်ပြရန်

၈။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ -

		USD
(က)	ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း	၁,၈၇၀,၀၀၀
(ခ)	နိုင်ငံခြားမှ ယူဆောင်လာမည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း	၃,၆၃၀,၀၀၀
	စုစုပေါင်း	၅,၅၀၀,၀၀၀ USD

(ဂ) အဆိုပြုမတည်ငွေရင်းနှစ်အလိုက်ထည့်ဝင်မည့်အခြေအနေ/ယူဆောင်လာမည့်ကာလ ခွင့်ပြုမိန့်ရရှိပြီး (၁၂)လအတွင်း

(ဃ)	ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ	USD ၅.၅ သန်း
(င)	ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း	၅၀ နှစ် + ၁၀ နှစ် + ၁၀ နှစ်
(စ)	ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတည်ဆောက်မှုကာလသို့မဟုတ် ပြင်ဆင်မှုကာလ	၁၂ လ

မှတ်ချက်။ အပိုဒ် ၈(င) နှင့် စပ်လျဉ်း၍ ထူးခြားသည့် အခြေအနေရှိပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြပါရန်

၉။ နိုင်ငံခြားမှ ယူဆောင်တင်သွင်းလာမည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း -

		နိုင်ငံခြားငွေ	ညီမျှသည့်ခန့်မှန်းငွေကျပ်
(က)	နိုင်ငံခြားငွေ (အမျိုးအစားနှင့် တန်ဖိုးပမာဏ)		
(ခ)	မြေ/အဆောက်အအုံ တန်ဖိုး သို့မဟုတ် ငှားရမ်းခ		
(ဂ)	ပရိဘောဂနှင့် လုပ်ငန်းသုံးပစ္စည်းများ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)		
(ဃ)	စက်ပစ္စည်းများ၊စက်ကိရိယာများ စသည့်ပစ္စည်းတို့၏ တန်ဖိုးပမာဏ	၃,၆၃၀,၀၀၀	၅,၄၄၅,၀၀၀,၀၀၀
(င)	ကုန်ကြမ်းပစ္စည်းများနှင့် အခြား အလားတူပစ္စည်းများ၏ တန်ဖိုးပမာဏ		
(စ)	လိုင်စင်၊ တီထွင်မှုပိုင်ဆိုင်ခွင့်၊ စက်မှုဒီဇိုင်း၊ ကုန်အမှတ်တံဆိပ်၊ မူပိုင်ခွင့်စသည့်အသိဉာဏ် ဆိုင်ရာပစ္စည်းများကိုတန်ဖိုး ဖြတ်နိုင်သောအခွင့်အရေးများ၏ တန်ဖိုးပမာဏ		
(ဆ)	ကျွမ်းကျင်မှုနည်းပညာရပ်များ၏ တန်ဖိုးပမာဏ		

(ဈ) အခြား (ဥပမာ-ဆောက်လုပ်ရေး လုပ်ငန်းသုံးပစ္စည်းများ)	....	....
စုစုပေါင်း	၃,၆၃၀,၀၀၀ USD	၅,၄၄၅,၀၀၀,၀၀၀ ကျပ်

မှတ်ချက်။ အပိုဒ် ၉ (စ) (ဆ) တို့နှင့် စပ်လျဥ်း၍ အသုံးပြုခွင့်အထောက်အထားများ ပူးတွဲ တင်ပြရန်။

၁၀။ ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း -

	USD
(က) ငွေပမာဏ	၁,၁၅၀,၀၀၀
(ခ) စက်ပစ္စည်းကိရိယာများတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	၇၂၀,၀၀၀
(ဂ) မြေ/အဆောက်အအုံ တန်ဖိုး သို့မဟုတ် ငှားရမ်းခ	
(ဃ) အဆောက်အအုံဆောက်လုပ်မှုကုန်ကျစရိတ်	....
(င) ပရိဘောဂနှင့် လုပ်ငန်းသုံးပစ္စည်းများ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	....
(စ) ကနဦးကုန်ကြမ်းပစ္စည်းတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	....
(ဆ) အခြား	....
စုစုပေါင်း	၁,၈၇၀,၀၀၀ USD

၁၁။ ချေးငွေနှင့်သက်ဆိုင်သည့် အချက်အလက်များ -

☐ ပြည်တွင်းချေးငွေ .... ကျပ်
.... အမေရိကန်ဒေါ်လာ

☐ ပြည်ပချေးငွေ .... အမေရိကန်ဒေါ်လာ

၁၂။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းများနှင့် သက်ဆိုင်သောအချက်အလက်များ -

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ သပြေကျေးရွာ နှင့် ကုလားကုတ်ကျွန်းအနီး ၊ ရေးမြို့နယ် ၊ မွန်ပြည်နယ် ။

(ခ) မြေ သို့မဟုတ် မြေနှင့်အဆောက်အအုံနေရာအမျိုးအစားနှင့် အကျယ်အဝန်းလိုအပ်ချက်

(၁) တည်နေရာ ....

(၂) မြေ/အဆောက်အအုံအကျယ်အဝန်းအရေအတွက် ....

(၃) လက်ရှိပိုင်ဆိုင်သူ ....

(ကက) အမည်/ကုမ္ပဏီအမည်/ဌာန ....

(ခခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် ....
(ဂဂ) နေရပ်လိပ်စာ ....
....
(၄) မြေအမျိုးအစား ....
(၅) မြေငှားဂရမ် ခွင့်ပြုကာလ ....
(၆) ငှားရမ်းမည့်ကာလ .... မှ .... ထိ ( )နှစ်
(၇) ငှားရမ်းခနှုန်းထား ....
(ကက) မြေ ....
(ခခ) အဆောက်အအုံ ....
(၈) ရပ်ကွက် ....
(၉) မြို့နယ် ....
(၁၀) ပြည်နယ်/တိုင်းဒေသကြီး ....
(၁၁) ငှားရမ်းမည့်ပုဂ္ဂိုလ် ....
(ကက) အမည်/ကုမ္ပဏီအမည်/ဌာန ....
(ခခ) အဖအမည် ....
(ဂဂ) နိုင်ငံသား ....
(ဃဃ) နိုင်ငံကူးလက်မှတ်အမှတ်/ ....
နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် ....
(ငင) နေရပ်လိပ်စာ ....

(ဂ) ဆောက်လုပ်မည့်အဆောက်အအုံလိုအပ်ချက် ....
(၁) အဆောက်အအုံအမျိုးအစား/အရေအတွက် ....
(၂) အကျယ်အဝန်း ....

(ဃ) နှစ်စဉ်ထုတ်လုပ်မည့် ကုန်ပစ္စည်း/ဝန်ဆောင်မှု ....

(င) နှစ်စဉ် လျှပ်စစ်ဓါတ်အားလိုအပ်ချက် ....

(စ) နှစ်စဉ်ရေလိုအပ်ချက် ....

မှတ်ချက်။ အပိုဒ် ၁၂(ခ)နှင့်စပ်လျဉ်း၍အောက်ပါအချက်များပူးတွဲတင်ပြရန် -

(၁) မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထား(စက်မှုဇုန်မှ အပ)နှင့်မြေပုံ

(၂) မြေငှားစာချုပ်(မူကြမ်း)

၁၃။ ငွေကြေးပိုင်ဆိုင်မှုနှင့် ပတ်သတ်၍ အသေးစိတ်ဖော်ပြချက် -

(က) အမည်/ကုမ္ပဏီအမည် Southern Myanmar Development Co.,Ltd.

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ ကုမ္ပဏီမှတ်ပုံတင်အမှတ် - ၁၀၁၄၄၈၇၇၀

နိုင်ငံကူးလက်မှတ်အမှတ် (၇၈၂ အက်(ဖ်)စီ/၂၀၁၇-၂၀၁၈(ရက)

(ဂ) ဘဏ်စာရင်းအမှတ် AGD ဘဏ် - ၂၀၃၀၀၁၂၀၀၁၀၄၆၀၂၅

(မိခင်နိုင်ငံရှိဘဏ်ထောက်ခံချက် သို့မဟုတ် မိခင်ကုမ္ပဏီ၏ စာရင်းစစ်ပြီးသည့် နှစ်ချုပ် စာရင်းပူးတွဲတင်ပြရန်)

၁၄။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းတွင် လိုအပ်မည့် ဝန်ထမ်းများစာရင်း

စဉ်	အဆင့်အတန်း	မြန်မာနိုင်ငံသား	နိုင်ငံခြားသား	စုစုပေါင်း
(က)	အကြီးတန်းစီမံခန့်ခွဲမှု (မန်နေဂျာများ၊အဆင့်မြင့်အရာရှိများ)	၂		၂
(ခ)	အခြားအဆင့်စီမံခန့်ခွဲမှု (အကြီးတန်းစီမံခန့်ခွဲမှုမှအပ)	၂		၂
(ဂ)	သက်မွေးဝမ်းကျောင်းပညာရှင်များ			
(ဃ)	နည်းပညာနှင့်ဆက်စပ်သည့်သက်မွေးပညာရှင်			
(င)	အကြံပေး			
(စ)	ကျွမ်းကျင်လုပ်သား	၁၁		၁၁
(ဆ)	အခြေခံလုပ်သား	၁၀		၁၀
	စုစုပေါင်း	၂၅		၂၅

မှတ်ချက်။ အောက်ဖော်ပြပါ ဖော်ပြချက်များပူးတွဲဖော်ပြရန်

(၁) လုပ်သားများ၏ လူမှုဖူလုံရေးသက်သာချောင်ချိမှုဆောင်ရွက်မည့်အစီအမံများ

(၂) ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းပြုလုပ်မည့် အစီအမံများ

၁၅။ အဆိုပြုချက်နှင့်အတူအောက်ဖော်ပြပါ လျှောက်ထားလွှာများကိုတင်ပြလျှောက်ထားခြင်းရှိ/ မရှိဖော်ပြရန် -

☐ မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

☑ အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

၁၆။ အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်အား နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်။

လျှောက်ထားသူလက်မှတ်

အမည် U SEIN WAN

ရာထူး CHAIRMAN

SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

ဌာန/ကုမ္ပဏီတံဆိပ်

ရက်စွဲ- ရက်၊ ဒီဇင်ဘာလ၊ ၂၀၁၈ ခုနှစ်

အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်(နည်းဥပဒေ ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ဖြစ်စေ အကျိုးစီးပွား သိသာထင်ရှားစွာပါဝင်သော အခြားပုဂ္ဂိုလ်များဖော်ပြရန် -

(က) ရင်းနှီးမြှုပ်နှံသူမှ ရရှိမည့် အမြတ်ငွေ ၏ ၁၀ % နှင့် အထက်ကို ပိုင်ဆိုင်ခွင့်ရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရှိသည့် လုပ်ငန်း၏ -

(၁) အမည် (1) Bedok Construction & Engineering Co.,Ltd.
(2) Asiatech Power Pte.Ltd.
(3) Siam Gas Power Pte.Ltd.

(၂) ဆက်သွယ်ရမည့်လိပ်စာ (1) No.(L/66-68), Kayaepin Street, FMI City Finger Lake, Hlaingtharyar Township, Yangon, Myanmar.
(2) 11 Collyer Quay # 13-06 The Arcade, Singapore(049317)
(3) 50 East Coast Road # 02-127 Roxy Square, Singapore(428769)

(၃) မှတ်ပုံတင်အမှတ် (1) 1132/2009-2010
(2) 201701340Z
(3) 201618389W

(တစ်ဦး ထက်ပိုပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်)

(ခ) ခွင့်ပြုမည့်ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရာတွင်တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံကုမ္ပဏီများရှိလျှင် အဆိုပါကုမ္ပဏီများ၏အမည်ကို ဖော်ပြရန် -

(၁) ....

(၂) ....

၂။ ရင်းနှီးမြှုပ်နှံမှု၏ အဓိကတည်နေရာ သို့မဟုတ် တည်နေရာများ — သပြေကျေးရွာ နှင့် ကုလားဂုတ်ကျွန်းအနီး၊ ရေးမြို့နယ်၊ မွန်ပြည်နယ်။

၃။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းပြုလုပ်မည့်ကဏ္ဍနှင့် ဆောင်ရွက်မည့်စီးပွားရေးလုပ်ငန်းများ ဖော်ပြချက် ....

၄။ အဆိုပြုထားသောရင်းနှီးမြှုပ်နှံမှုပမာဏ (မြန်မာကျပ် နှင့် အမေရိကန်ဒေါ်လာ တို့ဖြင့် ဖော်ပြရန်) — ကျပ်သန်းပေါင်း ၈,၂၅၀
USD ၅.၅ သန်း

၅။ ရင်းနှီးမြှုပ်နှံမှု အကောင်အထည်ဖော်မည့် ခန့်မှန်းအချိန်ဇယား အပါအဝင် အစီအစဉ်ဖော်ပြချက် -

(က) တည်ဆောက်ရေးကာလသို့မဟုတ် ပြင်ဆင်မှုကာလ(နှစ်၊လတို့ဖြင့်ဖော်ပြရန်) .... ၁၂ လ

(ခ) စီးပွားဖြစ်စတင်မည့်ကာလ (နှစ်၊လတို့ဖြင့်ဖော်ပြရန်) ....

၆။ ခန့်ထားမည့်အလုပ်သမားဦးရေ -

(က) ပြည်တွင်း ၂၅

(ခ) ပြည်ပ (ပညာရှင်/ကျွမ်းကျင်သူ) ....

၇။ ပြည်ပမှ ပြည်တွင်းသို့ ယူဆောင်လာမည့် မတည် ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့် ယူဆောင်မှု ပမာဏ (Capital in-Cash)၊ ရင်းနှီးပစ္စည်း အဖြစ်ယူဆောင် လာမည့် ရင်းနှီးငွေပမာဏ (Capital in-Kinds) တို့အား တိကျစွာခွဲခြားသတ်မှတ် ဖော်ပြပေးရန်(မြန်မာကျပ် နှင့် အမေရိကန် ဒေါ်လာ တို့ဖြင့်ဖော်ပြရန်) –

(က) ငွေသားဖြင့်ယူဆောင်မှုပမာဏ ....

(ခ) ပစ္စည်းအဖြစ်ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ .... ၃,၆၃၀,၀၀၀ USD .... ၅,၄၄၅,၀၀၀,၀၀၀ ကျပ်

မှတ်ချက်။ ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်နှံမှုနှင့် သက်ဆိုင်သော လျှို့ဝှက်ထိန်းသိမ်းရမည့် သတင်း အချက်အလက်များအား ထုတ်ပြန်ခြင်းမှ ရှောင်ကြဉ်ရန် ကော်မရှင်ထံ တင်ပြတောင်း ဆိုနိုင်သည်။

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှု ရှိပါကြောင်းအာမခံပါသည်။

ဤအဆိုပြုချက်တွင် ခွင့်ပြုမိန့်ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အဆိုပြုချက်ကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာ သဘောပေါက်နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာ မည်ဖြစ်ကြောင်းဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည် .... U SEIN WAN

ရာထူး .... CHAIRMAN, SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

ဌာန/ကုမ္ပဏီတံဆိပ် ....

Form (2)

Proposal Form

To,

Chairman

Myanmar Investment Commission

Reference No.

Date.

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Section 36 of the Myanmar Investment Law by furnishing the following particulars:-

1. The Investor's:-
   - (a) Name .... U Sein Wan
   - (b) Father's name .... U Thein Tun
   - (c) ID No./National Registration Card No./Passport No. 12/Pa Za Ta (N) 026280
   - (d) Citizenship .... Myanmar
   - (e) Address:
     - (i) Address in Myanmar No. (L/66-68), Khayaepin Street, F.M.I City Finger Lake, Hlaingtharyar Township , Yangon Region, Myanmar
     - (ii) Residence abroad ....
   - (f) Phone /Fax .... +951682445
   - (g) E -mail address .... smd.monstate@gmail.com
   - (h) Name of principle organization Southern Myanmar Development Company Limited

     Type of Business .... Floating Storage Unit for storage of LPG as Transit Point
   - (i) Principle company's address: No. (L/66-68), Khayaepin Street, F.M.I City Finger Lake, Hlaingtharyar Township , Yangon Region, Myanmar
2. If the investment business is formed under Joint Venture, partners':-
   - (a) Name ....
   - (b) Father's name ....
   - (c) ID No./ National Registration Card No./Passport No. ....
   - (d) Citizenship ....

(e) Address: ....

(i) Address in Myanmar ....

(ii) Residence abroad ....

(f) Parent company ....

(g) Parent company's address ....

Note: The following documents need to be attached according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy); [Annex 2.1]

(2) National Registration Card (copy) and passport (copy); [Annex 2.1]

(3) Evidences about the business and financial conditions of the participants of the proposed investment business; [Annex 2.1]

3. If the investor don't apply for permission to make investment by himself/herself, the applicant;

(a) Name U Myo Tint Zaw

(b) Name of Contact Person ....

(if applicant is business organization)

Remark: To submit the official letter of legal representative as attachment

(c) ID No./ National Registration Card No./Passport No. 12/ Ya Ka Na (N) 013957

(d) Citizenship Myanmar

(e) Address in Myanmar : 100/6, Nilar Lane, Yaenathar Street, (24) Ward, Thuwanna, Thingangyun Township, Yangon, Myanmar.

(f) Phone / Fax : +9595179725, +959765179725

(g) E-mail : myotintzaw.smd@gmail.com

4. Type of proposed investment business:- Floating Storage Unit for Storage of LPG as Transit Point

5. Type of business organization to be formed:-

☐ One Hundred Percent ☒ Joint Venture (To attach the draft of JV agreement)

☐ Type of Contractual basic (To attach contract (agreement) draft)

6. List of shareholders

No	Name of Shareholder	Citizenship	Share Percentage
1	Bedok Construction & Engineering Co.,Ltd. (Represented by U Sein Wan)	Incorporated in Myanmar	34%
2	Asiatech Power Pte.,Ltd. (Represented by Mr. Tang Weng Fei)	Incorporated in Singapore	33%
3	Siam Gas Power Pte.,Ltd. (Represented by Mr. Supachai Weeraborwornpong)	Incorporated in Singapore	33%

7. Particulars of Company incorporation

(a) Authorized Capital .... 10,100,000,000 Kyat

(b) Type of Share .... Ordinary Share

(c) Number of Shares .... Issued Shares - 1,010,000

Paid up – 100,000,000 Kyat , Unpaid – 10,000,000,000 Kyat

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 7.

8. Particulars of Paid-up Capital of the investment business

	US$
(a) Amount/percentage of local capital to be contributed	1,870,000
(b) Amount/percentage of foreign capital to be brought in	3,630,000
Total	5,500,000

(c) Annually or period of proposed capital to be brought in

Within 12 months from due of investment permit

(d) Value /Amount of investment

5.5 Million USD

(e) Investment period .... 50 + 10 + 10 Years

(f) Construction /Preparation period .... 12 Months

Note: Describe with annexure if it is required for the specific condition in regard to the above Paragraph 8 (e).

9. Detailed list of foreign capital to be brought in -

	Foreign Currency	Equivalent Kyat
(a) Foreign currency (Type and Value)		
(b) Machinery and equipment	3,630,000	5,445,000,000
(c) (to enclose detailed list)		

(c)	The value of initial raw materials and other similar materials (to enclose detailed list)	....	....
(d)	Value of license, intellectual property, industrial design, trade mark, patent, etc.	....	....
(e)	Value of technical know-how	....	....
(f)	Others(eg: Construction materials)	....	....
	Total	**3,630,000 USD**	**5,445,000,000 kyat**

Remark: The evidence of permission shall be submitted for the above paragraph 9 (d) and (e).

10. Details of local capital to be contributed -

		USD
(a)	Amount	1,150,000
(b)	Value of machinery and equipment (to enclose the detailed list)	720,000
(c)	Value or rental rate of land and buildings	....
(d)	Cost of building construction	....
(e)	Value of furniture and assets (to enclose the detailed list)	....
(f)	Value of initial raw material (to enclose the detailed list)	....
(g)	Others	....
	Total	1,870,000 USD

11. Particulars of Loans-

☐ Loan (local) .... Kyat(s)

.... US$

☐ Loan (abroad) .... US$

12. Particulars about the Investment Business -

(a) Investment location(s)/place Midstream Areas Near By Thapyay Village and Kalegauk Island, Yae Township, Mon State.

(b) Type and area requirement for land or land and building

(i) Location Midstream Areas Near By Thapyay Village and Kalegauk Island, Yae Township, Mon State.

(ii) Area and number of land/building -

(iii) Owner of the land

(aa) Name/company/department

(bb) National Registration Card No.

(cc) Address

(iv) Type of land

(v) Period of land lease contract

(vi) Lease period From To ( ) year

(vii) Lease rate

(aa) Land

(bb) Building

(viii) Ward

(ix) Township

(x) State/Region

(xi) Lessee

(aa) Name/ Name of Company/ Department

(bb) Father's name

(cc) Citizenship

(dd) ID No./Passport No.

(ee) Residence Address

Note: The following documents have to be enclosed for above Paragraph 12 (b)

(i) to enclose land ownership and ownership evidences (except industrial zone) and land map;

(ii) land lease agreement(draft);

(c) Requirement of building to be constructed;

(i) Type / number of building

(ii) Area

(d) Annual products to be produced/ Services

(e) Annual electricity requirement ....

(f) Annual requirement of water supply ....

13. Detailed information about financial standing -

(a) Name/company's name Southern Myanmar Development Co.,Ltd.

(b) ID No./National Registration Card No./ Passport No. Company Registration No. 101448770 (782 FC/2017-2018 (YGN)

(c) Bank Account No. AGD Bank - 2030012001846025

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above paragraph 13.

14. List of Employment:-

Item	Designation /Rank	Citizen	Foreign	Total
a	Senior management (Managers, Senior officials)	2		2
b	Other management level (Except from Senior management)	2		2
c	Professionals			
d	Technicians			
e	Advisors			
f	Skilled Labour	11		11
h	Workers	10		10
Total		**25**		**25**

The following information shall be enclosed: -

(i) Social security and welfare arrangements for all employees;

(ii) Evaluation of environmental impact arrangements

15. Describe whether other Applications are being submitted together with the Proposal or not :

☐ Land Rights Authorization Application

☒ Tax Incentive Application

16. Describe with annexure the summary of proposed investment.

Signature of the applicant

Name: U SEIN WAN

Title: CHAIRMAN

Department /Company SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

(Seal/Stamp)

Date: ....

Summary of Proposed Investment (Rule 38)

1. Please describe any other person who has a significant direct or indirect interest in the investment.

(a) Please describe an Enterprise or individual who are entitled to possess more than 10% of the profit distribution:

(1) Name (1) Bedok Construction & Engineering Co.,Ltd.
(2) Asiatech Power Pte.Ltd.
(3) Siam Gas Power Pte.Ltd.

(2) Address (1) No.(L/66-68), Kayaepin Street, FMI City Finger Lake, Hlaingtharyar Township,Yangon Myanmar.
(2) 11 Collyer Quay # 13-06 The Arcade, Singapore(049317)
(3) 50 East Coast Road # 02-127 Roxy Square, Singapore(428769)

(3) Company Registration No. or N.R.C No./ Passport No. (1) 1132/2009-2010
(2) 201701340Z
(3) 201618389W

(b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of that companies:

(1) ....
(2) ....
(3) ....

2. The principal location or locations of the investment: Midstream Areas Near By Thapyay Village and Kalegauk Island, Yae Township, Mon State.

3. A description of the sector in which the investment is to be made and the activities and operations to be conducted: ....

4. The proposed amount of the investment (in Kyat and US$) 5,500,000 USD (8,250,000,000 kyat)

5. A description of the plan for the implementation of the Investment including expected timetable:

(a) Construction or Preparatory Period (Decribe MM/YY) 12 Months

(b) Commercial Operation Date (Decribe MM/YY) ....

6. Number of employees to be appointed:

(a) Local .... 25 ....

(b) Foreign (Expert/ Technician) ....

7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in-Kinds) in Kyat and US$:

(a) Capital in-cash to be brought in ....

(b) Capital in-kind to be brought in .... 3,630,000 USD ....

.... 5,445,000,000 KYAT ....

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

Undertaking

I / We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I /We fully understand that proposal may be denied or unnecessarily delayed if the applicant fails to provide required information to access by Commission for issuance of permit.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Signature of the applicant

Name: U SEIN WAN
Title: CHAIRMAN
Department /Company SOUTHERN MYANMAR DEVELOPMENT CO., LTD.
(Seal/Stamp)

Date:---------------------------

AGDBANK

Bank Statement

Account No : 2030012001846025
Name : SOUTHERN MYANMAR DEVELOPMENT CO;LTD
NRC:

Currency : USD

Printed Date **02-01-2019**

Branch Details	Your Details	Period 01-12-2018 to 31-12-2018	
INTERNATIONAL BANKING DIVISION NO(73/75),SULE PAGODA ROAD,PABEDAN TOWNSHIP,01-376620~23	105,1QTR/51ST,-PAZUDAUNG TSPMM012MM	**Opening Balance :** **Withdrawal Amount :** **Deposit Amount :** **Closing Balance :** **No. of Withdrawals:** **No. of Deposits:**	265,509.83 1,265,453.03 1,100,000.00 100,056.80 7 3

Sr. No	Date	Description	Withdrawal Amount	Deposit Amount	Balance
1	11-12-2018	EXCHANGE USD 265429.03/1561 (MDMA) 34635	265,429.03	0.00	80.80
2	12-12-2018	FRIW 02915/18	0.00	500,000.00	500,080.80
3	12-12-2018	FRIW 02915/18	8.00	0.00	500,072.80
4	12-12-2018	BUYING USD 500000/1577 34636	500,000.00	0.00	72.80
5	18-12-2018	FRIW 02946/18	0.00	500,000.00	500,072.80
6	18-12-2018	FRIW 02946/18	8.00	0.00	500,064.80
7	18-12-2018	TRANSFER WITHDRAWAL 34637	200,000.00	0.00	300,064.80
8	20-12-2018	TRANSFER WITHDRAWAL 34638	300,000.00	0.00	64.80
9	26-12-2018	FRIW 03157/18	0.00	100,000.00	100,064.80
10	26-12-2018	FRIW 03157/18	8.00	0.00	100,056.80

Asst:DY Manager

Thank You For Banking With AGD Bank
Please report any discrepancies found on your statement immediately.
N.B - Statement will not be sent unless there is a change of transaction.

Total 10 Record Listed.

FSU Operation Model

SIAM trading Private ltd.

Type of Work - Trading
Investment Property - LPG product & Transportation
Scope of work - Transport & Sales of LPG(Local, Oversea)
LPG Filling - 1st year of investment may be
- 1 Month - 1 Time Filling - 44000 Tons
2nd year & up years
1 Month - 2 Times Filling - 88000 Tons
LPG - Transit type of LPG → Transit license
Local Sale of LPG → Import license
Responsibility - will be paid by Government Tax
(Through from Southern Myanmar Development Co.,Ltd.)

↓

Southern Myanmar Development Co., Ltd.

Type of work - Service Provider
Investment Property - Tug vessel (3 Nos) & Buoy (5 Nos)
- FSU Vessel(VLGC)
Investment Amount - US$ 5.5 Millions
Benefit - Service Fees US$ 2.5 / Ton
Responsibility - Management of FSU operation
- Dealing with Government Sector

↓

Government Sector

Issue - MIC Permit, Relatives Ministry(license, permit)

Benefit - Our country can get new technology for storing LPG.

- 10% of LPG that are stored in FSU will be sell in locally so local people can be use LPG will lower price

Also government will get the tax.

If that project is successful, other company will going to invest in that business and is will help the region development.

SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရန်ကုန်မြို့

ရက်စွဲ ။ ။ ၂၀၁၉ ခုနှစ်၊ ဇန်နဝါရီလ၊ ၂၄ ရက်။

အကြောင်းအရာ။ ။ လုပ်ငန်းအစီအစဥ်အားတင်ပြခြင်း။

ကျွန်တော်များ Southern Myanmar Development Company Limited အနေဖြင့် မွန်ပြည်နယ်၊ ရေးမြို့နယ်တွင် ရင်းနှီးမြှုပ်နှံမှုပါမစ် အမှတ် ၀၈၇ ၂၀၁၈ ဖြင့် လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ဖြန့်ဖြူး ရောင်းချခြင်းလုပ်ငန်း နှင့် ရင်းနှီးမြှုပ်နှံမှုပါမစ် အမှတ် ၁၂၂ ၂၀၁၈ ဖြင့် ဆီတင်ချဆိပ်ကမ်းနှင့် တင်သွင်း၊ သိုလှောင်၊ ဖြန့်ဖြူး ရောင်းချခြင်း လုပ်ငန်းအား လုပ်ကိုင်ဆောင်ရွက်လျှက်ရှိပါသည်။

ကျွန်တော်များ ကုမ္ပဏီ၏ ရှယ်ယာရှင် တစ်ဦးဖြစ်သည့် Siam Gas Power Pte.,Ltd. သည် ထိုင်းနိုင်ငံ၏ ဒုတိယအကြီးဆုံး LPG ဓာတ်ငွေ့ဖြန့်ဖြူးရောင်းချသည့် ကုမ္ပဏီ ဖြစ်သည့်အတွက် ထိုကုမ္ပဏီ၏ အကူအညီဖြင့် ကျွန်တော်များ ကုမ္ပဏီအနေဖြင့် မြန်မာနိုင်ငံတွင် ရေပေါ် LPG သိုလှောင်ခြင်းလုပ်ငန်း (FSU) အားလုပ်ကိုင်သွားမည် ဖြစ်ပါသည်။ သိုလှောင်ရာနေရာအဖြစ်အသုံးပြုမည့် သင်္ဘော (FSU) အား မွန်ပြည်နယ်ရှိ သပြေကျေးရွာအနီးတွင် ထားရှိသွားမည် ဖြစ်ပါသည်။

ကျွန်တော်များ ကုမ္ပဏီအနေဖြင့် လုပ်ကိုင်သွားမည် အစီအစဥ်များမှာ

- မွန်ပြည်နယ်ရှိ သပြေကျေးရွာနှင့် ကုလားကုတ်ကျွန်း အနီးတွင် FSU အားထားရှိသွားမည် ဖြစ်ပါသည်။

- ကျွန်တော်များ ကုမ္ပဏီအနေဖြင့် လုပ်ငန်းလုပ်ကိုင်ရာတွင် LPG သိုလှောင်ထားရှိမည့် FSU အားစီမံခန့်ခွဲမှု တစ်ခုကိုသာလုပ်ကိုင်သွားမည် ဖြစ်ပါသည်။ ထို့အတွက် ကျွန်တော်များ ကုမ္ပဏီအနေဖြင့် LPG သိုလှောင်ရာမှ ဝန်ဆောင်ခကိုသာ ရယူသွားမည် ဖြစ်ပါသည်။
- ဓါတ်ငွေ့တင်သင်္ဘောကြီးများဖြင့် FSU သို့လာရောက်၍ LPG ဓာတ်ငွေ့များအား သိုလှောင်ခြင်း ၊ ပြန်လည် သယ်ယူခြင်းများ လုပ်ဆောင်သွားမည် ဖြစ်ပါသည်။
- Siam Trading အနေဖြင့် တစ်ဆင့်ကုန်သွယ်ခြင်း (Transit) နှင့် ပြည်တွင်းတွင် ဖြန့်ဖြူး ရောင်းချခြင်း လုပ်ငန်းများကို လုပ်ကိုင်သွားမည် ဖြစ်ပါသည်။

အထက်ပါလုပ်ငန်းအား ဆောင်ရွက်ခြင်းအားဖြင့် ပြည်တွင်းတွင် LPG ဈေးနှုန်းများ ကျဆင်းသာ ပြည်သူများအနေဖြင့် ဈေးနှုန်းသက်သာစွာဖြင့် LPG ဓာတ်ငွေ့အား သုံးစွဲလာနိုင်မည်ဖြစ်ပါသည်။ အစိုးရအနေဖြင့် LPG ကုန်သွယ်ခြင်းဖြင့် ရရှိလာသော အခွန်အခများ ၊ ဆိပ်ကမ်းနှင့်သက်ဆိုင်သော အခွန်အခများ အစရှိသည့် အခွန်အခများအား ရရှိသွားမည် ဖြစ်ပါသည်။

LPG ဓာတ်ငွေ့ဈေးနှုန်းများကိုလည်း အစိုးရအနေဖြင့် သင့်တင့်မျှတသော ဈေးနှုန်းများဖြစ်အောင် ထိန်းချုပ်သွားနိုင်မည် ဖြစ်ပါသည်။ LPG ကိုလွယ်လင့်တကူ ပြည်တွင်းတွင် ဝယ်ယူရရှိနိုင်သောကြောင့် LPG ဓာတ်ငွေ့အသုံးပြုသော စက်မှုထုတ်ကုန်လုပ်ငန်းများလည်း တိုးတက်လာမည် ဖြစ်ပါသည်။

LPG လုပ်ငန်းစဥ်တစ်ရပ်အဖြစ် အကောင်အထည်ဖော်ဆောင်ရွက်နိုင်ပါက ဒေသခံများနှင့် ဒေသတွင်း လုပ်ငန်းရှင်များအား အထောက်အကူပြုသည့်အပြင် ဒေသတွင်း စီးပွားရေး လုပ်ငန်းများလည်း တိုးတက်လာမည် ဖြစ်ပါသည်။

U SEIN WAN
CHAIRMAN
SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

Southern Myanmar Development Co.,Ltd.

Investment Structure

Item	Description	Quantity	Price (USD)	Total (USD)
1	Cash		1,150,000.00	1,150,000.00
2	Large size tug	2	1,800,000.00	3,600,000.00
3	Small size tug	1	500,000.00	500,000.00
4	Buoy	5	50,000.00	250,000.00
	Total			5,500,000.00

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

Certificate of Incorporation

Southern Myanmar Development Company Limited.
SOUTHERN MYANMAR DEVELOPMENTCOMPANY LIMITED
Company Registration No. 101448770

မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ ၁၉၁၄ ခုနှစ် အရ
Southern Myanmar Development Company Limited.
အား ၂၀၁၇ ခုနှစ် နိုဝင်ဘာလ ၂၂ ရက်နေ့တွင်
အစုရှယ်ယာအားဖြင့် တာဝန်ကန့်သတ်ထား သည့် အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ
အဖြစ် ဖွဲ့စည်းမှတ်ပုံတင်ခွင့် ပြုလိုက်သည်။

This is to certify that
SOUTHERN MYANMAR DEVELOPMENTCOMPANY LIMITED
was incorporated under the Myanmar Companies Act 1914 on 22 November 2017 as a Private Company Limited by Shares.

ကုမ္ပဏီမှတ်ပုံတင်အရာရှိ
Registrar of Companies
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
Directorate of Investment and Company Administration

Former Registration No. 782FC/2017-2018(YGN)

SHAREHOLDERS AGREEMENT

in respect of

SOUTHERN MYANMAR DEVELOPMENT COMPANY LIMITED

BETWEEN

BEDOK CONSTRUCTION & ENGINEERING COMPANY LIMITED
(Myanmar Company Registration No. 34541(10-09-14))

AND

SIAM GAS POWER PTE LTD
(Singapore Company Registration No. 201618389W)

AND

ASIATECH POWER PTE LTD
(Singapore Company Registration No. 201701340Z)

DATED THIS 9 DAY OF NOVEMBER 2017

THIS SHAREHOLDERS AGREEMENT is made on this 9 day of November 2017

BETWEEN

(1) **BEDOK CONSTRUCTION & ENGINEERING COMPANY LIMITED** (Myanmar Company Registration No. 34541(10-09-14)), a company incorporated in Myanmar and having its registered office address at No. 66-68, Khayaepin Street, F.M.I City, Hlaing Thar Yar Township, Yangon Region, Myanmar ("Bedok");

AND

(2) **SIAM GAS POWER PTE LTD** (Singapore Company Registration No. 201618389W), a company incorporated in the Republic of Singapore and having its registered office address at 50 East Coast Road, #02-127 Roxy Square, Singapore 428769 ("SPW");

AND

(3) **ASIATECH POWER PTE LTD** (Singapore Company Registration No. 201701340Z), a company incorporated in the Republic of Singapore, and having its registered office address at 11 Collyer Quay, #13-05 The Arcade, Singapore 049317 ("Asiatech").

All the parties shall collectively be referred to as "**Parties**" and each a "**Party**".

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement, unless it appears otherwise from the context, the following words and expressions shall have the following meaning:

"Affiliate" of any entity means any Person owned or Controlled by such entity, or any Person owning or Controlling such entity or under common ownership or Control with such entity.

"Agreement" shall mean this Shareholders Agreement and all Annexes and Schedules attached hereto and incorporated herein by reference.

"Appraiser" shall mean an appraiser (as individual or as a team) who is employed by the same Big 4 Accounting Firms as the Auditor, or a firm mutually agreed between the Parties, to be appointed to determine the Fair Value Per Share, of which appointment shall be in accordance with Clause 18 and its sub-clauses.

"Articles" shall mean the articles of association of the Company to be adopted by the Parties in accordance with this Agreement.

"Auditor" means the auditor of the Company which is appointed in accordance with Clause 10.2 and is still in the position.

"Big 4 Accounting Firms" shall mean the entity in Malaysia of any of the following accounting firms:

(a) Deloitte Touche Tohmatsu;

(b) PricewaterhouseCoopers;

(c) Ernst & Young;

(d) KPMG.

"Board of Directors" or **"Board"** or **"BOD"** shall mean the board of directors from time to time of the Company.

"BOD Meeting" means any meeting of the Board of Directors, or any adjournment thereof.

"Board Reserved Matters" means matter which requires unanimous votes from all Directors attending the BOD Meeting.

"Businesses" has the meaning ascribed to it in Clause 15.3.

"Business Day" means any day other than Saturday, Sunday or public holiday in the United Kingdom of Thailand, the Republic of the Union of Myanmar, and Singapore.

"Business Plan" has the meaning ascribed to it in Clause 4.2.1.

"**Claims and Losses**" means demands, claims, complaints, actions, causes of action, suits, proceedings, investigations, actions, arrangements taken by any Person, arbitrations, assessments, losses, damages (including, without limitation, diminution in value), fine, Tax, liabilities, interest, penalties, surcharges, costs and expenses (including, but not limited to actual costs for attorneys' fees and disbursements).

"Control" means the condition of a Person or entity which:

(a) holds more than 50% of the equity share capital or voting power of another Person or entity; or

(b) has the power, by virtue of any powers conferred by the Articles or other documents regulating it or by any other Person or entity, to direct the management of another Person or entity; or

(c) has effective control of the board or policy of any Person or entity.

"DCF" means a "*discounted cash flow*" valuation method.

"Deadlock Event" shall have the meaning as specified in Clause 14.1.1.

"Default Notice" has the meaning ascribed to it in Clause 15.2.

"Default Option Notice" means the notice to be delivered by the Non-Defaulting Party to the Defaulting Party specifying the former's intention to exercise a Non-Defaulting Party's Option.

"Default Option Price" has the meaning ascribed to it in Clause 15.3.

"Defaulting Party" has the meaning ascribed to it in Clause 15.1.

"Director" shall mean any director of the Company for the time being as duly appointed in accordance with this Agreement and the Articles.

"Drag Along Right" has the meaning ascribed to it in Clause **Error! Reference source not found.**.

"Effective Date" has the meaning ascribed to it in Clause 2.1.

"Equity Interest" means the legal and beneficial interest in the equity of the Company and the Project.

"Event of Default" has the meaning ascribed to it in Clause 15.1.

"Fair Value Per Share" means:

(a) the price of each Share as determined in USD by written agreement of the New Shareholders; or

(b) the price of each Share which is the highest value as determined in USD by the Appraiser using the following method in accordance with international recognizable valuation standards based on the financial situation of the Company as of the period which the determination of this value is required and on the basis that the Company is an ongoing concern:

(i) DCF;

(ii) Comparable Company Analysis;

(ii) EV/EBITDA Multiple;

(iv) Precedent Transaction Analysis; and

(v) any other criteria suggested by the Appraiser which values the Shares in a fair manner,

provided that, for the avoidance of doubt, the Appraiser shall not in any circumstance use Replacement Cost method in calculating the Fair Value Per Share.

"Initiating Party" has the meaning ascribed to it in Clause 14.1.3(a).

"Laws" shall mean all laws and regulations in force in the Republic of the Union of Myanmar.

"Managing Director" has the meaning ascribed to it in Clause 7.1.

"New Shareholders" means collectively, the Original Shareholders and SPW.

"Non-Defaulting Party" has the meaning ascribed to it in Clause 15.1(a).

"Non-Defaulting Party's Option" has the meaning ascribed to it in Clause 15.3.

"Offer" has the meaning ascribed to it in Clause 14.2.1.

"Offer Price" means the price per each of the Sale Shares proposed under the Offer.

"Offeree Shareholder" has the meaning ascribed to it in Clause 14.2.1.

"Offeree Shareholder's Sale Shares" has the meaning ascribed to it in Clause 14.2.2.

"Offer to Purchase" has the meaning ascribed to it in Clause 14.1.3.

"Original Board Seat" has the meaning ascribed to it in Clause 8.1.1.

"Party" or **"Parties"** means a party or parties to this Agreement.

"Person" means any natural person, legal person, entity, firm, company, corporation, society, trust, foundation, governmental authority, state or agency or any association or partnership (in each case whether or not having separate legal personality).

"Project Company" or "Company" means Southern Myanmar Development Company Limited.

"Receiving Parties" has the meaning ascribed to it in Clause 14.1.3(a).

"Reserved Matters" has the meaning ascribed to it in Schedule I.

"Sale Offer" has the meaning ascribed to it in Clause 14.2.2.

"Sale Shares" mean the Shares that are subject to the Offer.

"Selling Shareholder" has the meaning ascribed to it in Clause 14.2.1.

"Share" or **"Shares"** shall mean the share of the Company, whether currently issued or to be issued in the future.

"Shareholder" shall mean any registered holder of one or more Shares from time to time.

"Shareholders' Meeting" means the Annual General Meeting or the Extraordinary General Meeting, as the case may be.

"Tag Along Right" has the meaning ascribed to it in Clause 14.2.3(b).

"**Tax**" or "**Taxes**" means income tax, withholding tax, value added tax, specific business tax, stamp duty, house and land tax, local development tax, sign board tax and any taxes, levies, charges, imposts, deductions, withholdings or duties of any nature at any time:

- imposed or levied by any Governmental Authority;
- required to be remitted to, collected, withheld, or assessed by, any Governmental Authority; or
- any related interest, expense, fine, penalty or other charge on those amounts.

"Third Party" means a bona fide prospective purchaser of Shares from a Shareholder in an arm's-length transaction where such prospective purchaser is not an Affiliate of such Shareholder or in which such Shareholder has an interest, whether directly or indirectly, formally or informally.

"Transfer Notice" has the meaning ascribed to it in Clause 14.2.1.

"Transferee" has the meaning ascribed to it in Clause 15.3.

"Transferor" has the meaning ascribed to it in Clause 15.3.

"USD" means United States Dollar or any other currency as to be officially used in the United States of America as her official currency.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

(a) References herein to Clauses, Schedules and Annexes shall be deemed references to Clauses, Schedules and Annexes to this Agreement (unless it appears otherwise from the context).

(b) Headings are inserted for convenience only and shall not affect the construction of this Agreement.

(c) Words importing the singular shall include the plural and vice versa.

(d) References to one gender include every gender.

(e) References to any legislation or legislative provision are to that legislation as consolidated, amended or re-enacted from time to time and include all orders, regulations, directions, consents, licences, conditions and by-laws made or granted under such legislation.

(f) A reference to a Party to this Agreement or other relevant agreement or document includes the Party's successors and permitted substitutes or assigns (and, where applicable, the Party's legal personal representatives, heirs and estate).

2. EFFECTIVE DATE

2.1 Unless manifestly specified herein, this Agreement shall become legally valid and have binding effect upon the execution of this Agreement ("**Effective Date**"), and shall remain in full force and effect until terminated in accordance with this Agreement.

3. CAPITAL AND SHAREHOLDERS OF THE COMPANY

3.1 The Parties agree that the shares of the Company shall be held in the following proportion:

[redacted]	
Bedok	34%
SPW	33%
Asiatech	33%
[redacted]	**100%**

3.2 The Shares of the Company on the Effective Date shall be ordinary shares with equal rights and status in every aspect, including but not limited to voting rights, right to dividend and right to return of investment upon liquidation.

3.3 The Company may subsequently increase the registered capital of the Company pursuant to a resolution passed in the Shareholders' Meeting in accordance with this Agreement and the Laws. At such subsequent increase of the registered capital of the Company, each Party shall have a pre-emptive right to subscribe for any new Shares issued by the Company pro rata to its then shareholding in the Company. If any Party does not wish to subscribe for the new Shares as a result of the capital increase, the other Party shall be entitled to subscribe such additional Shares.

3.4 A shareholders percentage shown in Clause 3.1 reflects the Equity Interest of the Parties in the Company.

4. BUSINESS OF THE COMPANY & THE BUSINESS PLAN

4.1 Business of the Company

4.1.1 The Company shall carry out the Project and any other businesses that the Parties may mutually agree to pursue. The Company shall be the owner and operator of the Project as an independent power producer. The Company shall be responsible for acquiring and owning the completed Power Plant and operating the Power Plant, building, owning and maintaining the transmission network to generate electricity for sale to the villages in and around Thabyay Village, Mon State.

4.1.2 Each Party shall be responsible for the management and operations of the Company through its designated Director in accordance with the approved Business Plan, and shall provide full cooperation to the other Party for the best benefit of the Company and the Business.

4.1.3 The Parties agree that for so long as they are Shareholders, their respective rights in the Company shall be regulated by this Agreement and the Articles.

4.2 Business Plan

4.2.1 The Parties agree to procure the Board to discuss in good faith to approve annual Business Plan for each calendar year, which shall account for all material matters of the operations of the Company and the Business, including the development and operation of the Project, capital expenditure, financing, loan and loan repayment, management, operation, additional or new investment, business enhancement and other relevant matters (the "**Business Plan**") in the first BOD Meeting of every calendar year. The Parties shall ensure that Business will be operated in accordance with the Business Plan. The approval of the Business Plan and any amendment thereto shall be Board Reserved Matters.

4.2.2 The Business Plan shall include the Parties' entitlement to request for reimbursement of their costs and expenses with respect to their participation in the Business. For avoidance of doubt, each Party shall be responsible for its own costs and expenses that are beyond those approved in the Business Plan.

4.2.3 The Parties hereby procure to organize the first BOD Meeting to consider the first Business Plan as soon as reasonably practicable after the execution of this Agreement. The first Business Plan of Company shall be approved by the Board within thirty (30) Business Days from the Effective Date.

4.2.4 Should the Parties fail to reach agreement on any or all part of the Business Plan of any calendar year (either in whole or in part), the Parties hereby agree that the approved Business Plan for the preceding calendar year, adjusted by overall increase only on the disputed part at the rate of 5%, shall be applicable until agreement is reached or the dispute is settled in accordance with this Agreement.

5. REGISTRATION OF ARTICLES

5.1 The Parties agree to procure the Board to initiate and complete registration with the relevant registrar under the applicable Laws of amendment to the Articles to include

provisions with respect to the Board of Directors, the Shares and their transferability, the Shareholders, the distribution of profit and dead-lock resolution, and/or any other provisions under this Agreement as the Board may approve at any BOD Meeting within thirty (30) Business Days from the Effective Date.

5.2 In the event that the Articles as registered with the relevant registrar under the applicable Laws contain provisions that conflict or are inconsistent with any of the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. In that event, the Parties shall undertake all reasonable efforts to ensure to the greatest extent possible that the Articles be amended so as to be consistent with the terms and conditions of this Agreement, and that, such amendments are properly registered in accordance with the applicable Laws.

6. TRANSFER OF SHARES

6.1 No Shareholder shall do any of the following without prior written consent from the other Shareholders:

6.1.1 sell, pledge, charge or otherwise encumber all or any part of its Shares;

6.1.2 grant an option over any Share or any interest in all or any part of its Shares; or

6.1.3 enter into any agreement with respect to the votes attached to all or any part of its Shares.

6.2 Notwithstanding Clause 6.1, the Parties agree and acknowledge that, any Shareholder may transfer all of such Shareholder's Shares at any given time to only one of its Affiliate by notifying of such transfer to the Board together with evidence to the satisfactory of the Board confirming that the transferee of such Shares is the Affiliates of such transferring Shareholder (the "**Transferring Shareholder**").

As condition precedent for the effectiveness of such transfer, the Transferring Shareholder shall procure its designated Affiliate to enter into an agreement with other Shareholders to adhere to the terms and conditions under this Agreement and any other agreements entered into between the Parties in relation to the Company.

For avoidance of doubt, such transfer shall not release the Transferring Shareholder's from any liabilities incurred in accordance with this Agreement and any other agreements entered into between the Parties in relation to the Company prior to and on the effectiveness of such transfer.

6.3 The Parties agree that the transfer of Shares in the Company in breach of this Agreement shall be null and void. The Parties further agree to cause and ensure that neither the Company nor the Board shall give any effect whatsoever in the Company's records or registration to any such attempted transfer or register such transfer, which is in breach of this Agreement.

7. MANAGING DIRECTOR

7.1 The Board of Directors shall meet and appoint a managing director of the Company ("**Managing Director**") within thirty (30) Business Days from the Effective Date. The appointment of the Managing Director shall be one of the Board Reserved Matters.

7.2 The Managing Director shall be responsible for the carrying out and managing the day-to-day operations of the Company and the Business within the parameters of the

approved Business Plan, resolutions of the BOD Meeting, and resolution of the Shareholders Meetings.

7.3 The Managing Director, in his/her performance of duty, shall be required to report to the Board on a monthly basis.

7.4 The Board may delegate signing authority on behalf of the Company to the Managing Director to the extent that such delegation is in accordance with Clauses 8.2.3 and/or 8.3.4, as applicable. The delegation of signing authority mentioned in this Clause to the Managing Director shall be one of the Board Reserved Matters.

8. BOARD OF DIRECTORS

8.1 <u>Constitution of the Board of Directors</u>

8.1.1 The number of members of the Board ("**Original Board Seat**") shall be as follows:

Director nominated from Bedok	One Director
Director nominated from SPW	One Director
Director nominated from Asiatech	One Director
	Three Directors

8.1.2 Each Party shall be entitled to require the appointment of a replacement Director to replace a relevant person nominated by it who resigns or is removed as the Director at any time by the delivery of notice in writing to the Company and the other New Shareholders, whereby the other New Shareholders are bound to procure such appointment or removal of the Director.

8.1.3 Without prejudice to other provision under this Agreement or the Articles, a Director shall remain in his office as long as the Party who nominates him remains the Shareholder and shall be removed:

(a) upon such Shareholder ceasing to hold Shares;

(b) in accordance with resolution of the Shareholders' Meeting in accordance with Clause 9.6; or

(d) if such Director is disqualified in accordance with the Articles or applicable Laws.

8.1.4 A Director needs not to hold Shares.

8.1.5 Any Shareholder removing a Director nominated by it shall remain responsible for and shall indemnify and keep indemnified the Company and all other Shareholders on demand against all losses, liabilities and costs that the Company and/or other Shareholders may incur arising out of, or in connection with:

(a) any claim by such removed Director for wrongful or unfair dismissal or redundancy or other compensation arising out of that Director's removal or loss of office; and/or

(b) any claim or liabilities incurred as a result of such removed Director's negligence or misconduct during his occupation as the Director.

8.1.6 Each Director appointed pursuant to this Clause 8 and its sub-clauses shall be entitled to disclose to the Shareholder who nominated him all such information concerning the Business as each of them may receive as a result of their office.

8.1.7 The Board shall have responsibility for the supervision, operation and management of the Business to be in accordance with the Business Plan as approved from time to time.

8.1.8 Any changes in the number of members of the Board, as well as the appointment and replacement of the Board shall be in accordance with the resolution of the Shareholders.

8.1.9 The Parties shall procure that the rights to nominate and appoint its respective director to the board of directors in the Project Companies shall be proportionate to the shareholding percentage in the relevant Project Companies.

8.2 Signing Authority

8.2.1 Any two (2) out of the three (3) Directors nominated by the Parties are authorized to jointly sign to bind the Company, whereby this signing authority shall be exercised only in accordance with the resolution of the Board of Directors resolved in accordance with the Business Plan and the applicable Laws, and/or resolution of the Shareholders. Any change in the number and signing authority of the Directors shall be in accordance with the resolution of the Shareholders.

8.2.2 The Parties shall procure that the Company shall resolve to issue a general power of attorney to sign on behalf of the relevant entity in the same manner as specified in Clause 8.2.1.

8.2.3 Notwithstanding Clause 8.2.1, the Board may resolve as Board Reserved Matters to designate the Managing Director to be entitled to sign on behalf of the Company to the extent that (i) such designation is necessary and reasonable for flexibility of day to day operations of the Business; and (ii) the threshold under which the Managing Director shall be entitled to enter into any transaction shall not exceed USD100,000 (One Hundred Thousand United States Dollars).

8.3 Bank Cheques and Account Signatories

8.3.1 Subject to the conditions imposed by any financial institution, all receipts, funds and income of the Company shall be deposited in the name of the Company in such bank account or accounts of a commercial bank, savings and loan association or other financial institution as the Board shall determine from time to time in accordance with the approved Business Plan.

8.3.2 As long as the Original Board Seat remain, the withdrawals from the banks and all cheques prescribed in Clause 8.3.1 shall be made in accordance with the applicable signing authority in accordance with Clause 8.2.1. Any change in the number and signing authority under this Clause shall be in accordance with the resolution of the Shareholders.

8.3.3 The Parties shall procure that the Project Companies shall resolve to issue a general power of attorney to sign the withdrawals from the banks and all cheques on behalf of the relevant entity in the same manner as specified in Clause 8.3.2.

8.3.4 Notwithstanding Clause 8.3.2, the Board may resolve as Board Reserved Matters to designate the Managing Director to be the bank signatory of the Company to the extent that (i) such designation is necessary and reasonable for flexibility of day to day operations of the Business; and (ii) the threshold under which the Managing Director shall be entitled to enter into any banking transaction shall not exceed USD100,000 (One Hundred Thousand United States Dollars).

8.4 Board of Directors' Meetings

8.4.1 The quorum of BOD Meetings as long as the Original Board Seat remains shall always consist of more than fifty per cent (50%) of the total number of member of the BOD, and require an attendance of at least one SPW Director. All items of businesses transacted or decisions taken at meetings where the quorum is not so constituted shall be null and void.

8.4.2 The position of chairman of the Board (the "**Chairman**") shall be appointed or replaced only by resolution of the Shareholders' Meeting. The Chairman must be member of the Board. The Parties agree to appoint Mr. Sein Wan as the first Chairman in accordance with this Agreement. The Chairman shall have no second nor casting vote.

8.4.3 The Directors may attend the BOD Meeting in person, by telephone conference or by video conference. Each Director presents at the BOD Meeting shall have one (1) vote at such BOD Meeting. The matter resolved during the telephone conference or video conference shall be subject to confirmation by the signature of the participating Directors on the minutes taken during such meetings.

8.4.4 Except the Board Reserved Matters, the resolution of the BOD Meeting as long as the Original Board Seat remains for any matters shall be adopted by a majority vote of the Directors present in such BOD Meeting with at least one vote from SPW Director.

8.4.5 The Board shall meet to discuss the Business once every three (3) months or less frequent as shall be determined and mutually agreed by the Board. Any Director of the Company may call for a BOD Meeting by sending a written notice to all Directors in accordance with Clause 8.4.7.

8.4.6 If a quorum for the BOD Meeting required in accordance with Clause 8.4.1 does not meet within sixty (60) minutes of the notified time for the meeting, the meeting shall be postponed to the same place and at the same time on the day falling at least seven (7) Business Days after the original date of such BOD Meeting, whereby the required quorum shall be the same. If the required quorum of such postponed BOD Meeting does not form within sixty (60) minutes of the time for the meeting, the meeting shall be postponed again to the same place and at the same time on the day falling at least seven (7) Business Days after the date of the postponed BOD Meeting, whereby the required quorum shall be the same. If the required quorum for such meeting does not form within sixty (60) minutes of

the notified time for the meeting, it shall be deemed that the Board does not approve the matters addressed in the agenda for such meeting.

8.4.7 Notice of each BOD Meeting shall, unless otherwise agreed in writing by all the Directors for the time being, be given to each Director not less than fifteen (15) days prior to the day on which the meeting is to be held and the notice shall be accompanied by an agenda which shall specify in reasonable detail all matters which are proposed to be considered at the relevant meeting. Such notice and agenda shall be in English and be sent to each Director at the e-mail address that has been notified by each Director to the Company by electronically scanned and sent by email. It shall be deemed that notice of any BOD Meeting have been properly given for the purpose of this Clause when an e-mail attaching the notice and agenda for such BOD Meeting is received into the addressee's email system. A Director may waive such notice requirement period by his presence at the relevant BOD Meeting.

8.4.8 Each BOD Meeting shall consider the matters on the agenda for (and which accompanied the formal notice of) that meeting and shall not make a decision on any matter not included in that agenda unless otherwise agreed in writing by all of the Directors for the time being. The agenda requirement in the notice is deemed waived by the Directors if the Board gives its resolution on the respective agenda/matters.

8.4.9 Unless resolved otherwise by the Directors attending a BOD Meeting before the initiation of such BOD Meeting, minutes of the BOD Meeting shall be prepared by Managing Director.

8.4.10 Minutes of the BOD Meetings shall be in English. Minutes of the BOD Meetings shall be kept at the registered address of the Company, or at another place as agreed upon by the Parties. Any Party shall have the unrestricted right at all reasonable times to review, examine and inspect all records and information relevant to the BOD Meetings. The Board shall have responsibility to ensure that the Managing Director prepares and maintains minutes of the BOD Meetings in accordance with this Agreement.

8.4.11 Any changes in the quorum and mechanism to pass the resolution of the BOD Meeting shall be in accordance with the resolution of the Shareholders.

9. SHAREHOLDERS ACTIONS

9.1 The Shareholders' Meeting shall be held in accordance with requirements under the Laws. Subject to the foregoing, the Board of Directors may resolve to summon the Shareholders' Meetings whenever it thinks fit, or when required by law, or when requested by any Director.

9.2 At least fifteen (15) days' notice prior to every Shareholders' Meeting shall be given by any Director to all Shareholders whose names appear in the share register of the Company at the time the notice is issued. Such notice and agenda shall be in English and specify the place, the day and hour of the meeting, and the agenda and matters to be transacted thereat. The notice shall be sent to the address of each Shareholder as recorded in the Share Register by electronically scanned and sent by email. It shall be deemed that notice of any Shareholders' Meeting have been properly given for the purpose of this Clause when an e-mail attaching the notice and agenda for such Shareholders' Meeting is received into the addressee's email system.

9.3 A quorum for a Shareholders' Meeting shall require the presence of Shareholders representing more than fifty percent (50%) of all Shares. All items of businesses transacted or decisions taken at meetings where the quorum is not so constituted shall be null and void.

9.4 If a quorum for the Shareholders' Meeting required in accordance with Clause 9.3 does not meet within sixty (60) minutes of the notified time for the meeting, the meeting shall be postponed to the same place and at the same time on the day falling at least seven (7) Business Day after the original date of such Shareholders' Meeting, whereby the required quorum shall be the same. If the required quorum of such postponed Shareholders' Meeting does not form within sixty (60) minutes of the time for the meeting, the meeting shall be postponed again to the same place and at the same time on the day falling at least seven (7) Business Day after the date of the postponed Shareholders' Meeting, whereby the required quorum shall be the same. If the required quorum for such meeting does not form within sixty (60) minutes of the notified time for the meeting, it shall be deemed that the Shareholders' Meeting does not approve the matters addressed in the agenda for such meeting.

9.5 Each ordinary Share shall entitle the holders thereof to cast one (1) vote at any Shareholders' Meeting.

9.6 Subject to resolution on Reserved Matters which shall require affirmative votes of at least seventy percent (75%) of all Shares, all resolutions of Shareholders' Meeting for any matter shall require the affirmative votes of the Shareholders present at the meeting, whether in person or by proxy, and representing the majority of all Shares with at least one vote from SPW.

9.7 Unless resolved otherwise by the Shareholders attending a Shareholders' Meeting before the initiation of such Shareholders' Meeting, minutes of the Shareholders' Meeting shall be prepared by Managing Director.

9.8 Minutes of the Shareholders' Meetings shall be in English. Minutes of the Shareholders' Meetings shall be kept at the registered address of the Company, or at another place as agreed upon by the Parties. Any Party shall have the unrestricted right at all reasonable times to review, examine and inspect all records and information relevant to the Shareholders' Meetings. The Board shall have responsibility to ensure that the Managing Director prepares and maintains minutes of the Shareholders' Meetings in accordance with this Agreement.

9.9 Any changes in the quorum and mechanism to pass the resolution of the Shareholders' Meeting shall be in accordance with the resolution of the Shareholders.

10. ACCOUNTS AND RECORDS

10.1 The Parties agree that all accounts, books and records of the Company and the Business shall at all times be made in English and maintained in accordance with the accounting practices and procedures generally acceptable in the Republic Union of Myanmar.

10.2 The accounts of the Company and the Businesses shall be audited annually by the Auditor which shall be appointed in accordance with the resolution of the Shareholders' Meeting. The Parties shall procure that the Auditor to be appointed shall only be employed by any of the Big 4 Accounting Firms, or a firm mutually agreed by the Parties. The remuneration for the Auditor shall be fixed every year. The annual statements shall include a consolidated balance sheet for the Company

as at the end of such fiscal year, together with related statements of income, cash flow, and changes in financial position for such fiscal year, all in reasonable detail and stating in comparative form the respective figures for the corresponding date and period in the prior fiscal year in accordance with the accounting practices and procedures generally acceptable in the Malaysia.

10.3 All accounts, books and records of the Company and the Business shall be kept at the registered address of the Company or at another place as agreed upon by the Parties. Any Party shall have the unrestricted right at all reasonable times to review, examine and inspect all records and information relevant to the books and records of the Company and the Business.

10.4 The Board shall have responsibility to ensure that the Managing Director prepares and maintains all accounts, books and records of the Company and the Business in accordance with this Agreement.

11. FUTURE PROJECT COMPANIES

The Parties agree to procure that requirements and mechanisms under Clauses 8, 9 and 10 shall also be applied to future project companies which may be incorporated. Any changes in the requirements and mechanisms of such applied matters of the project companies can only be made in accordance with the Company's direction as approved by resolution of the Shareholders' Meeting.

12. FINANCING OF THE BUSINESSES & PROFIT DISTRIBUTION

12.1 Financing of the Businesses

12.1.1 The Parties acknowledge that the Company may require additional funds necessary in the form of loans, credit facilities or other financing method from financial institutions or third party to enable it to carry on its operations and to successfully carry on its Business. The Board shall determine the total amount of funding required and the appropriate form and details thereof of such additional funding.

12.1.2 The Parties shall cooperate in good faith to reach agreement in respect of the financing of the Business (either by resources of the New Shareholders and/or third party financier).

12.1.3 The Parties agree that should the Board determines by passing resolution that the Company requires funding from the New Shareholders for its operations, each New Shareholder shall accommodate such request by the provision of intercompany loan in accordance with its shareholding proportion and in accordance with the terms and conditions requested by the Board. Resolution of the Board to request for financial support from the New Shareholders shall be one of the Board Reserved Matters.

12.2 Corporate Guarantee for Third Party Financing

12.2.1 If a corporate/personal guarantee from any of the New Shareholders and/or New Shareholders' Affiliates is required for the procurement of financing from any third party required for the Business, each of the New Shareholders shall use its best effort to negotiate with the provider of such financing so that the guaranteed amount from each New Shareholders and/or New Shareholders' Affiliates shall reflect such New Shareholders' shareholding proportion in the Company at any given time.

12.2.2 If a corporate/personal guarantee from the New Shareholders and/or New Shareholders' Affiliates is granted to any third party and there is any change in the proportion of each New Shareholders' shareholding in the Company, whether by itself or through its Affiliate, the Parties agree to cooperate in good faith to discuss with the provider of such financing to amend the guaranteed amount under the corporate/personal guarantee provided by the New Shareholders and/or New Shareholders' Affiliates to reflect such New Shareholders' new shareholding proportion in the Company.

12.3 Profit Distribution

12.3.1 All earned and recognized operating profit of the Businesses after payment of all expenses in accordance with the approved Business Plan shall, as soon as practicable and in accordance with the applicable payment requirements, be distributed as follows:

(a) Firstly, to pay all due loan principal and any applicable interest thereon under any financing arrangement with third party to its provider;

(b) Secondly, to allocate as reserve required by the applicable Laws and required under the approved Business Plan; and

(c) Thirdly, to pay any applicable amounts owed by the Company to any or all of the New Shareholders which are approved by the Board.

12.3.2 For avoidance of doubt, no dividend from the Company shall be declared or distributed until amounts owed by the Company to any or all of the New Shareholders is repaid in full, whereby the dividend shall only be declared and distributed with resolution of the Board.

12.3.3 Any changes in profit distribution mechanism shall be in accordance with the resolution of the Shareholders.

13. INDEMNIFICATION

The Parties agree to fully indemnify, defend and hold each other and their Affiliates, directors, officers, partners, agents, contractors, employees, representatives, shareholders and each of their respective predecessors, successors, assigns, and legal representatives from, against and with respect to any and all Claims and Losses asserted against, imposed upon or incurred by any of them, directly or indirectly, by reason of or resulting from or in connection with:

(a) any misrepresentation or breach of any of the Warranties contained in or made pursuant to this Agreement; and

(b) any non-compliance with any covenants, agreements or undertakings contained in or made pursuant to this Agreement.

14. DEADLOCK AND OTHER RIGHTS OF THE SHAREHOLDERS

14.1 Deadlock

14.1.1 If:

(a) any matter is considered at the BOD Meeting and not passed at two (2) consecutive BOD Meetings; or

(b) any matter is considered at any Shareholders' Meeting and not passed at two (2) consecutive Shareholders' Meeting, or

(c) it is deemed that the BOD Meeting does not approve the matters addressed in the agenda for a meeting in accordance with Clause 8.4.6; or

(d) it is deemed that the Shareholders' Meeting does not approve the matters addressed in the agenda for a meeting in accordance with Clause 9.4.

such an event shall constitute a deadlock event ("**Deadlock Event**").

14.1.2 If a Deadlock Event occurs, the Parties agree that any Director shall immediately upon the occurrence of such Deadlock Event refer the matter which is the subject of such Deadlock Event to management of all Parties' in writing. The management of each Party shall negotiate in good faith with the management of the other Party with a view to resolve the matter within sixty (60) days from the date that the Director refers such matter to the relevant management in accordance with this Clause (the "**Mediation Period**"). Upon the resolution of such matter which is the subject of the Deadlock Event, the Parties agree to, and ensure that their respective Directors shall unconditionally implement the agreement reached by the management of the Parties in respect of such matter.

If the Deadlock Event cannot be resolved within the Mediation Period, it shall be deemed that a "**Deadlock Situation**" has occurred.

14.1.3 If a Deadlock Situation has occurred, then the following procedures shall apply:

(a) Any of the New Shareholders (the "**Initiating Party**") may, within fifteen (15) days from the date the Deadlock Situation has occurred, send to the other New Shareholders (the "**Receiving Parties**") an irrevocable offer in writing to purchase all of the Shares owned by the Receiving Parties ("**Offer to Purchase**"). The price, terms and conditions, and the date to complete the Shares transfer shall be specified in the Offer to Purchase as proposed by the Initiating Party provided that the date for completion of such purchase shall be within thirty (30) days after the expiry of the Consideration Period (as defined below).

(b) Each of the Receiving Parties must, within thirty (30) days from the date of the Offer to Purchase ("**Consideration Period**"), either:

(i) accept the Offer to Purchase and such Receiving Party shall be bound to sell all of its Shares to the Initiating Party on the terms contained in the Offer to Purchase; or

(ii) reject such Offer to Purchase, in which case such Receiving Party shall purchase all of the Shares belonging to the (i) Initiating Party; and (ii) other Receiving Parties who have accepted or are deemed to have accepted the Offer to Purchase, on the same price, terms and conditions provided in such Offer to Purchase.

If all of the Receiving Parties reject such Offer to Purchase, each Receiving Party shall, pro rata to the respective shareholding

between the Receiving Parties, purchase all of the Shares and the loan provided by the Initiating Party (or its Affiliate) to the Company (if any) in accordance with manner provided in Clause 14.1.3(e).

(c) If any of the Receiving Parties has not abided by Clause 14.1.3(b) above within the Consideration Period, the Parties hereby agrees that such Receiving Party shall be deemed to have accepted the Offer to Purchase on a date of the expiration of the Consideration Period.

(d) The Party selling its Shares under Clause 14.1.3(b) or Clause 14.1.3(c) shall be obligated to procure the completion of the transfer of their Shares by delivery of the original of the following documents to the Initiating Party within thirty (30) days after the expiry of the Consideration Period to complete the Shares transfer:

(i) all of its share certificates representing its Shares held in the Company;

(ii) the duly executed and stamped (if applicable), and witnessed share transfer instruments to transfer the Shares of such Receiving Party, against payment of the price for the shares specified in the Offer to Purchase; and

(i) letter of resignation from the directorship of the Company from the Director(s) nominated by such Receiving Party, confirming that such resigning Director(s) has no further rights as against the Company.

(e) The Party selling its Shares under Clause 14.1.3(b) or Clause 14.1.3(c) shall also assign or procure the assignment of the loan provided by itself or its Affiliate to the Company (if any) to the Party purchasing these Shares on the same date the Shares are transferred, and the price for such loan assignment shall be the principal amount outstanding plus any accrued and unpaid interest thereon as of the date of the transfer.

14.2 Rights of First Refusal and Tag Along Rights

14.2.1 If a Shareholder receives from or otherwise negotiates with a Third Party an offer to purchase all of the Shares for a price per Share owned or held by such Shareholder (such offer shall be hereinafter referred to as the "**Offer**") and such Shareholder (the "**Selling Shareholder**") intends to pursue the sale of the Sale Shares to such Third Party, the Selling Shareholder shall provide to all of the other Shareholders ("**Offeree Shareholders**") written notice of such Offer ("**Transfer Notice**"). The Transfer Notice shall identify the Offer Price, the identity of the Third Party and all other material terms and conditions of the Offer.

14.2.2 The Parties agree that the Transfer Notice shall be regarded as: (i) an offer by such Selling Shareholder to the Offeree Shareholders to sell all the Sale Shares ("**Sale Offer**"); and (ii) an offer to the Offeree Shareholders to include in the proposed transfer to the Third Party all of the Shares held by the Offeree Shareholders ("**Offeree Shareholder's Sale Shares**").

14.2.3 The Offeree Shareholders shall, within thirty (30) days of its receipt of the Transfer Notice, either:

(a) have the right exercisable by written notice given to the Selling Shareholder to purchase the Sale Shares from the Selling Shareholder at the Offer Price on the terms and conditions of the Offer specified in the Transfer Notice ("**Right of First Refusal**"); or

(b) have the right exercisable by written notice given to the Selling Shareholder to require the Selling Shareholder to include in the proposed transfer to the Third Party (i) all of the Offeree Shareholder's Shares at a price per share equal to the Offer Price and on the terms and conditions of the Offer specified in the Transfer Notice; and (ii) the assignment of the loan provided by itself or its Affiliate to the Company (if any) to be assigned to such Third Party at the price equals to the principal amount outstanding plus any accrued and unpaid interest thereon as of the date of the transfer. ("**Tag Along Right**").

14.2.4 If the Offeree Shareholder exercises its Right of First Refusal, the Offeree Shareholder is obliged to purchase the Sale Shares from the Selling Shareholder at the Offer Price and on the terms and conditions of the Offer specified in the Transfer Notice within thirty (30) days from date of the notice to exercise the Rights of First Refusal.

14.2.5 If all of the Offeree Shareholders exercise its Right of First Refusal, each Offeree Shareholder shall, pro rata to the respective shareholding between the Offeree Shareholder, purchase all of the Shares and the loan provided by the Selling Shareholder (or its Affiliate) to the Company (if any) in accordance with manner provided in Clause 14.2.7.

14.2.6 If the Offeree Shareholder exercises its Tag Along Right:

(a) Within fifteen (15) days from date of the notice to exercise the Tag Along Right, the Offeree Shareholder shall deliver to the Selling Shareholder a power-of-attorney authorizing the Selling Shareholder to complete the transfer of such Offeree Shareholder's Sale Shares and assignment of any outstanding loan to the Third Party on the terms set forth in the Transfer Notice including a copy of certificate(s) representing the Offeree Shareholder's Shares and any loan agreements (collectively, the "**Share Transfer Documents**"). On the date set to be a completion of the sale of the Sale Shares and the Offeree Shareholder's Shares to the Third Party, the Offeree Shareholder shall provide the original certificate(s) representing the Offeree Shareholder's Shares to the Third Party. The Selling Shareholder shall be responsible for safekeeping the Share Transfer Documents and shall indemnify the Offeree Shareholder for any loss or damages arising out of the misplacement or loss of the same.

(b) The Selling Shareholder shall cause the Third Party to transfer directly to the Offeree Shareholder all proceeds from the sale of the Offeree Shareholder's Sale Shares and assignment of loan upon the completion of the sale to the Third Party.

(c) If, at the end of a thirty day period after such delivery of the Share Transfer Documents, the Selling Shareholder has not completed the transfer of all of the Sale Shares and the Offeree Shareholder's Shares together with associated loan, the Selling Shareholder shall return to the Offeree Shareholder the Share Transfer Documents (and all copies

thereof), and the Selling Shareholder may not sell any Shares without repeating the procedures in this Clause 14.2. The Selling Shareholder shall indemnify the Offeree Shareholder for any loss or damages incurred to the Offeree Shareholder as a result of the non-completion of the sale of the Offeree Shareholder's Shares (if any).

14.2.7 The Selling Shareholder selling it Shares under Clause 14.2.4 shall also assign or procure the assignment of the loan provided by itself or its Affiliate to the Company (if any) to the Offeree Shareholder on the same date the Shares are transferred, and the price for such loan assignment shall be the principal amount outstanding plus any accrued and unpaid interest thereon as of the date of the transfer.

14.2.8 If the Offeree Shareholder:

(i) does not exercise either the Right of First Refusal or Tag Along Right within thirty (30) days from the date of the Transfer Notice;

(ii) has provided written confirmation to the Selling Shareholder that it does not wish to exercise the Right of First Refusal or Tag Along Right; or

(iii) exercises the Right of First Refusal but the Offeree Shareholder's purchase of the Sale Shares cannot be completed within fifteen (15) days from date of the notice to exercise the Right of First Refusal due to any reason other than the Selling Shareholder's fault,

without prejudice to the Selling Shareholder's rights under the Laws and this Agreement, the Selling Shareholder shall have the rights to:

(i) freely sell the Sale Shares to any Third Party on the same terms as set out in the Transfer Notice without having to repeat the procedures in this Clause 14.2; and

(ii) subject to the Selling Shareholder's sole discretion, exercise the Drag Along Right in accordance with Clause **Error! Reference source not found.**.

14.3 Except any liabilities incurred before completion of the transfer of the Shares, the Parties agree that rights and obligations under this Agreement of the Party selling its shares under mechanisms provided in this Clause 14 shall be automatically terminated upon due completion of the applicable transfer of the Shares and associated loan.

15. DEFAULT

15.1 Any of the following events incurred by or in connection with any of the New Shareholders (the "**Defaulting Party**") shall be regarded as an event of default ("**Event of Default**"):

(a) the Defaulting Party commits a breach of this Agreement and fails to remedy such breach within a period of thirty (30) days as from the receipt of a written notice requiring it to do so given by any of the other New Shareholder ("**Non-Defaulting Party**"); or

(b) the Defaulting Party acts fraudulently in connection with the Businesses.

15.2 In case of an Event of Default pursuant to Clause 15.1, the Non-Defaulting Party shall notify the Defaulting Party in writing within fourteen (14) days from the date of the occurrence of such Event of Default or from the date the Non-Defaulting Party acknowledges of such Event of Default (the "**Default Notice**") that an Event of Default has occurred, and, the date of the said written notice shall be deemed the date that such Event of Default occurred.

15.3 If (i) the Defaulting Party fails to remedy such breach within the period prescribed in Clause 15.1(a); or (ii) the Event of Default is the situation specified in Clause 15.1(b), the Non-Defaulting Party shall have the option (but not an obligation) ("**Non-Defaulting Party's Option**") to deliver to the Defaulting Party the Default Option Notice requiring the Defaulting Party to:

(a) in the case the Event of Default is situation under Clause 15.1(a),

(i) procure the sale and transfer to the Non-Defaulting Party of all of the Shares held or beneficially owned by the Defaulting Party and/or its Affiliate at the Fair Value Per Share; or

(ii) acquire from the Non-Defaulting Party all of the Shares held or beneficially owned by the Non-Defaulting Party and/or its Affiliate at the Fair Value Per Share;

(b) in the case the Event of Default is situation under Clauses 15.1(b),

(i) procure the sale and transfer to the Non-Defaulting Party of all of the Shares held or beneficially owned by the Defaulting Party and/or its Affiliate at 50% of the Fair Value Per Share; or

(ii) acquire from the Non-Defaulting Party all of the Shares held or beneficially owned by the Non-Defaulting Party and/or its Affiliate at 50% premium of the Fair Value Per Share.

The transferor of Shares for this purpose shall be referred to hereinafter as the "**Transferor**", whereas the transferee of Shares for this purpose shall be referred to hereinafter as the "**Transferee**". Monetary consideration which is required to be paid by the Transferee to the Transferor by virtue of this Clause 15.3 shall be referred to as the "**Default Option Price**".

15.4 In the exercise of the Non-Defaulting Party's Option, the Non-Defaulting Party shall appoint the Appraiser to determine the Fair Value Per Share. In this respect, the right of the Non-Defaulting Party to appoint the Appraiser shall be activated upon the Non-Defaulting Party's delivery of the Default Option Notice to the Defaulting Party in accordance with Clause 15.3.

15.5 Mechanisms for the implementation of the transfer of the Shares in accordance with Clause 15.3 shall be as follow:

(a) Completion of the sale and purchase of the Defaulting Party's Shares or the Non-Defaulting Party's Shares ("**Default Completion**") pursuant to the exercise of a Non-Defaulting Party's Option shall take place at the registered office of the Company at 9:00 a.m. Malaysia time on the sixtieth (60th) Business Days calculating from the date the issuance of the Default Option Notice in accordance with the Laws.

(b) On the Default Completion, the Transferor shall deliver to the Transferee a duly executed transfer form in favour of the Transferee or and of its

designated Person together with the share certificates and such other document as may be necessary to effect the transfer and assignment of the Transferor's Shares and associated loan.

(c) On the Default Completion, the Transferee shall pay the Default Option Price net of withholding tax, if any, in USD by (i) fund transfer; or (ii) in immediately available and freely transferable funds by way of a cashier's order or bankers' draft made out in favour of the Transferor, or as by any other method as the Transferor's may instruct.

(d) The Transferor shall procure the written resignations of all Directors appointed by it, with acknowledgements signed by each of them to the effect that they shall have no claim against the Company and the Project Companies for compensation for loss of office, redundancy, unfair dismissal or otherwise.

15.6 The Party selling its Shares under Clause 15.3 shall also assign or procure the assignment of the loan provided by itself or its Affiliate to the Company (if any) to the Party purchasing such Shares, and the price for the assignment of such loan shall be the principal amount outstanding plus any accrued and unpaid interest thereon as of the date of the transfer.

15.7 Without prejudice to any other right or remedy against the Defaulting Party, all documentary and other taxes whatsoever payable in respect of or in connection with the transfer of the Shares in accordance with Clause 15.3 shall be borne by, or recoverable as a debt due from, the Defaulting Party.

15.8 Except any liabilities incurred before completion of the transfer of the Shares, the Parties agree that rights and obligations under this Agreement of the Party selling its shares under mechanisms provided in this Clause 15 shall be automatically terminated upon due completion of the applicable transfer of the Shares and associated loan.

15.9 If the Default Notice is not served by any Non-defaulting Party within sixty (60) days from the date such Event of Default actually occurs, it shall be deemed that such Non-Defaulting Party waives its rights under this Clause 155, provided that such deemed waiver shall not prejudice the other rights and remedies of the Non-Defaulting Party either by law, this Agreement or otherwise, including the rights to claim for any losses or damages incurred by or in connection with or arising out of such Event of Default.

15.10 The foregoing remedies shall be in addition to any other remedies that a Non-Defaulting Party may have against the Defaulting Party whether hereunder or available at law, which include the rights of the Non-Defaulting Party:

(a) to recover from the Defaulting Party any loss, damage, cost, expense and interest suffered by the Non-Defaulting Party as a result of the Defaulting Party's breach of the Agreement; and/or

(b) to claim for specific performance of the Defaulting Party's obligations under the Agreement.

16. TERMINATION AND RELATED OPTIONS

16.1 In addition to any other grounds provided herein, this Agreement may be terminated forthwith by the indicated Party on the following grounds:

16.1.1 Mutual Agreement

This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

16.1.2 Default

The Non-defaulting Party shall have the right to terminate this Agreement in accordance with the mechanisms set forth in Clause 16.

16.1.3 Bankruptcy or Insolvency

16.1.3.1 In the case which:

(a) any Shareholder is adjudged bankrupt, becomes insolvent, incompetent; or

(b) there is any petition filed by any Person (other than an application which is frivolous or vexatious) seeking any Shareholder's dissolution or liquidation or entry into bankruptcy, insolvent, incompetence, composition or reorganization proceedings and such petition is not dismiss within sixty days from the date it was filed to the relevant governmental authority,

a non-affected Shareholder shall have the right to terminate this Agreement with respect to such affected Shareholder by notice in writing to such affected Shareholder.

16.1.3.2 In this respect, the non-affected Shareholder shall have the unconditional and irrevocable right and option, without prejudice to any other rights and remedies available under this Agreement or by Laws, to purchase and require the affected Shareholder to sell all of any affected Shareholder's Shares at a price per Share equal to the Fair Value Per Share. In this respect, the right of the non-affected Shareholder to appoint the Appraiser shall be activated upon the non-affected Shareholder's knowledge of the affected Shareholder being in the situation in Clause 16.1.3.1.

16.1.3.3 The option to purchase the Shares of the affected Shareholder pursuant to this Clause 16.1.3 shall be exercised by any non-affected Shareholder by serving written notice to the affected Shareholder identifying the offer price in accordance with Clause 16.1.3.2, the date to complete the Shares transfer, and all other material terms and conditions of the offer. The Parties agree that the receipt of such offer by the affected Shareholder shall be deemed that the affected Shareholder has unconditionally and irrevocably accepted to sell its Shares to the non-affected Shareholder who makes such offer. The relevant Parties shall be bound to effect the transfer of such Shares on the date specified in such offer.

16.1.3.4 If the Party selling its Shares under this Clause 16.1.3 or its Affiliate has provided a loan to the Company, that Party shall assign or procure the assignment of such loan to the Party purchasing these Shares on the same date of the Shares transfer,

and the price for the assignment of such loan shall be the principal amount outstanding plus any accrued and unpaid interest thereon as of the date of the transfer.

16.1.4 Transfer of Shares

This Agreement shall be terminated in respect of any Shareholder that are Parties hereto at any time as a result of the transfer of Shares by such Party made in accordance with this Agreement and the Articles.

16.1.5 Company's Liquidation

This Agreement shall be terminated forthwith if the Company enters into liquidation, whether voluntary or compulsory.

16.2 The termination of this Agreement for any reason shall neither release any Party from any liabilities, obligations, or agreements, which, pursuant to any provisions of this Agreement, are to survive or be performed after such termination, nor shall it release any Party from its liability to pay any sums of money accrued, due, and payable to the other Party or to discharge its then-accrued and unfulfilled obligations. The termination of this Agreement shall not be deemed a waiver or release of, or otherwise prejudice or affect, any rights, remedies, or claims, whether for damages or otherwise, which any Party may possess under this Agreement or which arise as a result of such termination, all of which rights, remedies, and claims shall survive such termination.

16.3 The provisions specified in sub-clauses of this Clause 166 shall continue to be binding upon the Parties notwithstanding the termination of this Agreement.

17. DISPUTE RESOLUTION

17.1 In the event of a dispute between the Parties concerning the rights or obligations of the Parties under this Agreement, each Party shall, after amicable settlement and discussion, designate in writing to the other Parties a representative who shall be authorized to resolve such dispute in an equitable manner. If the designated representatives are unable to resolve a dispute within thirty (30) days after the notice of occurrence of dispute is served by any Party, then any Party shall have the absolute right at any time thereafter and while such dispute continues, by written to the other Parties, to proceed to a binding arbitration under Clause 17.2 hereof.

17.2 Any dispute, controversy or claim arising out or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in Singapore, and administered by the Singapore International Arbitration Center ("**SIAC**") in accordance with applicable arbitration rules thereof. The tribunal shall consist of one arbitrator appointed jointly by the Parties within thirty (30) days from the notice of dispute, failing which the arbitrator shall be appointed by SIAC. The language of the arbitration shall be English. The arbitration award shall be final and binding among the Parties.

17.3 The Parties agree that provisions under all sub-clauses of this Clause 17 shall become effective and valid from the date of this Agreement.

18. APPOINTMENT OF APPRAISER

18.1 The Party's entitlement to appoint the Appraiser shall be in accordance with this Agreement.

18.2 Any Party who is entitled to appoint the Appraiser shall: (i) appoint the Appraiser within fifteen (15) Business Days from the date such Party's entitlement is activated; (ii) provide written notice to the other Party to inform such appointment without delay.

18.3 The Appraiser shall finalise the determination of the Fair Value Per Share and provide written report to the Parties within thirty (30) Business Days from the date of its appointment. The Parties hereby provide irrevocable agreement and acceptance that the Appraiser's determination of the Fair Value Per Share shall be final and binding on the Parties.

18.4 The costs and expenses in respect of the engagement of the Appraiser and his works shall be equally borne by the Parties.

19. NOTICES AND OTHER COMMUNICATIONS

19.1 Any notice, communications or documents required to be given by a Party to the other Party shall be given in the English language and shall be deemed validly served by hand delivery, or sent by registered pre-paid post (or by registered airmail in the case of international service), or facsimile number given herein during the normal office hours of the recipient, or by e-mail to such address, facsimile number, or e-mail address set out in this Clause or to such other address, fax number or e-mail address as may be notified by one Party to the other Parties by a like notice hereunder.

19.2 The initial addresses and telefax numbers of the Parties are:

To:

Bedok Construction & Engineering Company Limited
No. 66-68, Khayaepin Street
F.M.I City
Hlaing Thar Yar Township
Yangon Region
Myanmar
Attention to Mr Sein Wan
Fax Number: +95-1 667996
Email: useinwan@gmail.com

To:

Siam Gas Power Pte Ltd
553 The Palladium Building
30th Floor, Ratchprarop Road
Makkasan, Ratchthewi, Bangkok
10400 Thailand
Attention to Mr. Supachai Weeraborwornpong
Fax Number: +662-2506003
Email: Supachai.weeraborwornpong@ugp.co.th

To:

Asiatech Power Pte Ltd
11 Collyer Quay
#13-05 The Arcade
Singapore 049317
Attention to Mr Tang Weng Fei
Fax Number: +65-62275377
Email: wengfei@ramtronoil.com.sg

19.3 Any such notice or communication shall be deemed to have been served:

(a) if delivered by hand, at the time of delivery; or

(b) if posted by pre-paid post or by registered airmail or by courier service, at the expiration of ten (10) days after the envelope containing the same shall have been put into the post or have been received by the relevant courier company (as the case may be); or

(c) if sent by facsimile, upon the receipt by the sender of the transmission report indicating that the notice or communication has been sent in full to the recipient's facsimile machine during the normal office hours of the recipient, or such other similar medium of receipt; or

(d) if sent by email shall be deemed to have been given when received into the addressee's email system.

19.4 The Parties agree that provisions under all sub-clauses of this Clause 19 shall become effective and valid from the date of this Agreement.

20. CONFIDENTIALITY

20.1 The Parties shall (and shall procure that each of their agents and where applicable officers and employees shall) at all times keep confidential the content of this Agreement and any information which it may acquire during any communications preceding or after the execution of this Agreement in relation to the Business, the Company, the Project, or in relation to the clients, business or affairs of any other Party, and shall not use or disclose such information to any other person except with the consent of that other Party or in accordance with the order of a court of competent jurisdiction or of any governmental or regulatory authority (whether in Myanmar, Thailand, Singapore or elsewhere).

20.2 In acting in its capacity as a Shareholder of the Company, each Party shall cause the Company to treat all such information in Clause 20.1 as confidential and ensure that officers, executives, Directors and employees of the Company, as well as any third party, who have been given access to such information shall treat it as confidential so as to ensure that such information will not be made available to any unauthorized third party.

20.3 Notwithstanding Clause 20.1 and 20.2, the confidentiality obligation shall not apply to:

(a) any information obtained from any Party which becomes generally known to the public, other than by reason of any wilful or negligent act or omission of any Party or any of their agents, advisers, directors, officers, employees or representatives;

(b) any information which is required to be disclosed pursuant to any applicable Laws or to any competent governmental or statutory authority or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body, including without limitation the Stock Exchange of Thailand and the Securities and Exchange Commission of Thailand;

(c) any information disclosed by any of the Parties to their respective bankers, financial advisers, auditors, consultants, and legal or other advisers for the purpose of this Agreement or as a result of the Party's participation in this Agreement; or

(d) any information which is required to be disclosed to enter into any legal proceeding or dispute resolution in accordance with this Agreement,

provided that any information so disclosed will be disclosed only after consultation with the other Party where such consultation is lawful and reasonably practicable.

20.4 The Parties agree that provisions under all sub-clauses of this Clause 20 shall become effective and valid from the date of this Agreement.

20.5 The obligations contained in this Clause 200 shall endure, notwithstanding the termination of this Agreement, without limit in time except and until any confidential information enters the public domain as set out above.

21. MISCELLANEOUS

21.1 Representations and Warranties

Each of the Parties hereby represents that it has all requisite authorizations necessary to enter into and perform the Agreement and that the signatories hereto for each Party have due authority to execute and deliver the Agreement.

21.2 Further Assurance

Each Party shall, in good faith, cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to this Agreement.

21.3 Force Majeure

None of the Parties shall be liable for any breach nor failure to perform hereunder where such failure is caused by contingencies beyond the foreseeable control, including but not limited to acts of God, fire, flood, storms, typhoons, wars, civil commotions, strike, sabotage, riots, political demonstration, governmental actions of either the Government of Thailand, Malaysia, Singapore, or Myanmar (including but not limited to currency import and export prohibitions) or other governments and any other occurrences similar to the foregoing. The Party so prevented from complying herewith shall immediately give notice thereof to the other Party and shall continue to take all actions within its power to comply as fully as possible herewith.

21.4 Assignment

Save as otherwise provided herein, this Agreement and any of the rights and obligations hereunder may not be assigned, transferred or otherwise disposed of by any of the Parties without the prior written consent of the other Party.

21.5 Binding effect

This Agreement shall be binding upon and shall inure for the benefit of the respective heirs, estates, successors-in-title and permitted assigns of the relevant Party.

21.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Union of Myanmar.

21.7 Waiver

The failure of either Party hereto at any time to require performance by any other Party of any provision of this Agreement shall not be construed as a waiver of any right under this Agreement.

21.8 Entire Agreement

This Agreement constitutes the sole and exclusive agreement between the Parties relating to the subject matter of this Agreement and no warranties, guarantees, representations or other terms and conditions of whatever nature not contained and recorded in this Agreement shall be of any force or effect unless recorded in writing and signed by all Parties after the effective date of this Agreement. All prior memorandum of understanding, letter of intent, agreements, correspondence and expressions of intent, are superseded by this Agreement and other documents implementing the same.

21.9 Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

21.10 Costs

Each Party to this Agreement shall bear its own legal and other professional costs and expenses in connection with the negotiation, preparation and implementation of this Agreement.

21.11 Severability

If any provision of this Agreement is deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any part of this Agreement, which shall be construed as if such illegal or unenforceable provision or provisions had not been inserted in this Agreement, unless the severability of such illegal or unenforceable part would destroy the underlying Business purposes of this Agreement.

21.12 Variation

No variation or amendment to this Agreement shall be effective unless in writing signed by each Party or their authorized representatives of each of the Parties.

21.13 No Partnership

Nothing in this Agreement shall be deemed to constitute a partnership between the Shareholders nor constitute any Party the agent of any other Party for any purpose.

(*signing page, Annex and Schedule follow*)

EXECUTION PAGE

Signed for and on behalf of)
BEDOK CONSTRUCTION &)
ENGINEERING COMPANY LIMITED)
by **U SEIN WAN**)
in the presence of:-)

WITNESS

____

Kyaw Phyo Tun

EXECUTION PAGE

Signed for and on behalf of)
SIAM GAS POWER PTE LTD)
by **Mr. Supachai Weeraborwornpong**)
in the presence of: Mrs. Jintana Kingkaew)

WITNESS

EXECUTION PAGE

Signed for and on behalf of)
ASIATECH POWER PTE LTD)
by **TANG WENG FEI**)
in the presence of:-)

WITNESS

____

Schedule I

Reserved Matters

(a) The sale, creating of encumbrances or other disposition of any part of the businesses of the Company.

(b) The acquisition or disposal, or the agreement to acquire or dispose, of any interest in the businesses of the Company.

(c) Entering into, amending, or terminating of any contract involving a commitment of USD1,000,000 (One Million United States Dollars) or more.

(d) Any modification of or amendment to this agreement which could reasonably be expected to have a material and adverse effect on the Business.

(e) Initiation or settlement of litigation involving amounts of USD1,000,000 (One Million United States Dollars) or more in any one calendar year.

(f) Change of accounting reference date or auditors of any of the Company or adoption of, or any significant change in, the accounting policies of any of the Company, other than as required by law or accounting policies generally accepted in the jurisdiction applicable to any of the Company from time to time.

(g) The origination of any loan, the extension of any credit or the execution of any guarantee or surety by the Company to any person, company or body, for or on behalf of any person, other than by way of deposit of moneys with a bank or other financial institution.

(h) The exercise of any of the Company's powers to provide guarantees or indemnities.

(i) The appointment and removal of any member of the board of directors of any of the Company, and the delegation of any power to any person to act on behalf of any of the Company.

(j) Approval and filing of any tax returns on behalf of any of the Company.

(k) Amendment of articles of associations of any of the Company.

(l) Any change in the nature and/or the scope of the business and activities of any of the Company.

(m) Any petition in bankruptcy or reorganization or instituting any other type of bankruptcy, reorganization or insolvency proceeding with respect to any of the Company, consenting to the institution of involuntary bankruptcy, reorganization or insolvency proceedings with respect to the Company, the admission in writing by the Company of its inability to pay its debts generally as they come due or the making by the Company of a general assignment for the benefit of its creditors. Any action or procedure analogous to any concept contained in this paragraph under the law of the jurisdiction applicable to any of the Company.

(n) Change in the capital structure of the Company, including (without limitation) any increase, reduction, consolidation, sub-division or cancellation of the shares of the Company.

(o) Change in quorum and voting mechanism of meeting of the board of directors of the Company.

(p) Change in quorum and voting mechanism of shareholders meeting of the Company.

(q) Any matter of the Company that requires "*special resolution*" under the applicable laws.

Schedule II

Warranty

The representations and warranties of the Parties ("**Warranty**") are set forth as follows:

1. Capacity

The Parties have full power and authority to execute and deliver this Agreement and to perform the transactions and obligations contemplated hereby. The Parties represent and warrant to each other that such power and authority cannot and will not at any time be challenged by any third party.

2. Valid Obligations

This Agreement constitutes or will constitute, following the execution and delivery thereof, the valid and legally binding obligations which are enforceable against each other in accordance with its respective terms.

SOUTHERN MYANMAR DEVELOPMENT COMPANY LIMITED

LIST OF SHAREHOLDERS

No.	Name	Nationality	No. of Shares Taken
1	Bedok Construction & Engineering Co.,Ltd. (Represented by U Sein Wan)	Incorporated in Myanmar	34%
2	Asiatech Power Pte.Ltd. (Represented by Mr. Tang Weng Fei)	Incorporated in Singapore	33%
3	Siam Gas Power Pte.Ltd. (Represented by Mr. Weerabor Wornpong)	Incorporated in Singapore	33%

List of Directors

No.	**Name and Passport/NRC**	**Nationality**	**Designation**
1	U Sein Wan 12/ Pa Za Ta (N) 026280	Myanmar	Chairman & CEO
2	Mr. Tang Weng Fei ID No. S0020733J	Singapore	Director
3	Mr. Supachai Weerabor Wornpong ID No. 3100900465682	Thailand	Director
4	U Kyaw Phyo Tun 12/ Ka Ma Ya (N) 054001	Myanmar	Managing Director
5	U Ye Kan Zaw 12/ Ka Ma Ya (N) 054569	Myanmar	Director

DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION
Myanmar Companies Online (MyCO)

English | မြန်မာ

HOME | REGISTER A COMPANY | COMPANY SEARCH | HELP | LOGOUT | WELCOME, SOUTHERN MYANMAR DEVELOPMENT CO.,LTD

COMPANY PROFILE

REQUEST COMPANY AUTHORITY | PRINT CERTIFICATE

Company Name (English)	Company Name (Myanmar)	Registration Number	Registration Date
SOUTHERN MYANMAR DEVELOPMENTCOMPANY LIMITED	Southern Myanmar Development Company Limited.	101448770	22/11/2017
Company Type	**Status**	**Foreign Company**	**Small Company**
Private Company Limited by Shares	Registered	Yes	No

FILING HISTORY | ADDRESSES | OFFICERS | SHAREHOLDINGS | COMPANY AUTHORITY | MEMBERS | ATTACHMENTS

Document No.	Form/Filing Type	Filing Date	Effective Date
10103370014	Application for re-registration of a private company limited by shares	23/08/2018	

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Company Type	**Status**	**Foreign Company**	**Small Company**
Private Company Limited by Shares	Registered	Yes	No

FILING HISTORY | ADDRESSES | OFFICERS | SHAREHOLDINGS | COMPANY AUTHORITY | MEMBERS | ATTACHMENTS

Principal Place Of Business	Hlaing Yadanar Mon (4) Lane No (42), Hlaing Yadanar Mon Housing Hlaing Township, Yangon, Myanmar
Registered Office	Kayaepin Street No (L/66-68), FMI City Finger Lake Hlaingtharyar Township, Yangon, Myanmar

Principal Activity

DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION

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Company Type	**Status**	**Foreign Company**	**Small Company**
Private Company Limited by Shares	Registered	Yes	No

FILING HISTORY | ADDRESSES | OFFICERS | SHAREHOLDINGS | COMPANY AUTHORITY | MEMBERS | ATTACHMENTS

Name	Type	Nationality	N.R.C. (For Myanmar Citizens)
TANG WENG FEI	Director	Singapore	E4782604E
SEIN WAN	Director	Myanmar	12/PAZATA(N)026280
SUPACHAI WEERABORWORNPONG	Director	Thailand	AA7914814
YE KAN ZAW	Director	Myanmar	12/KAMAYA(N)054569
KYAW PHYO TUN	Director	Myanmar	12/KAMAYA(N)054001

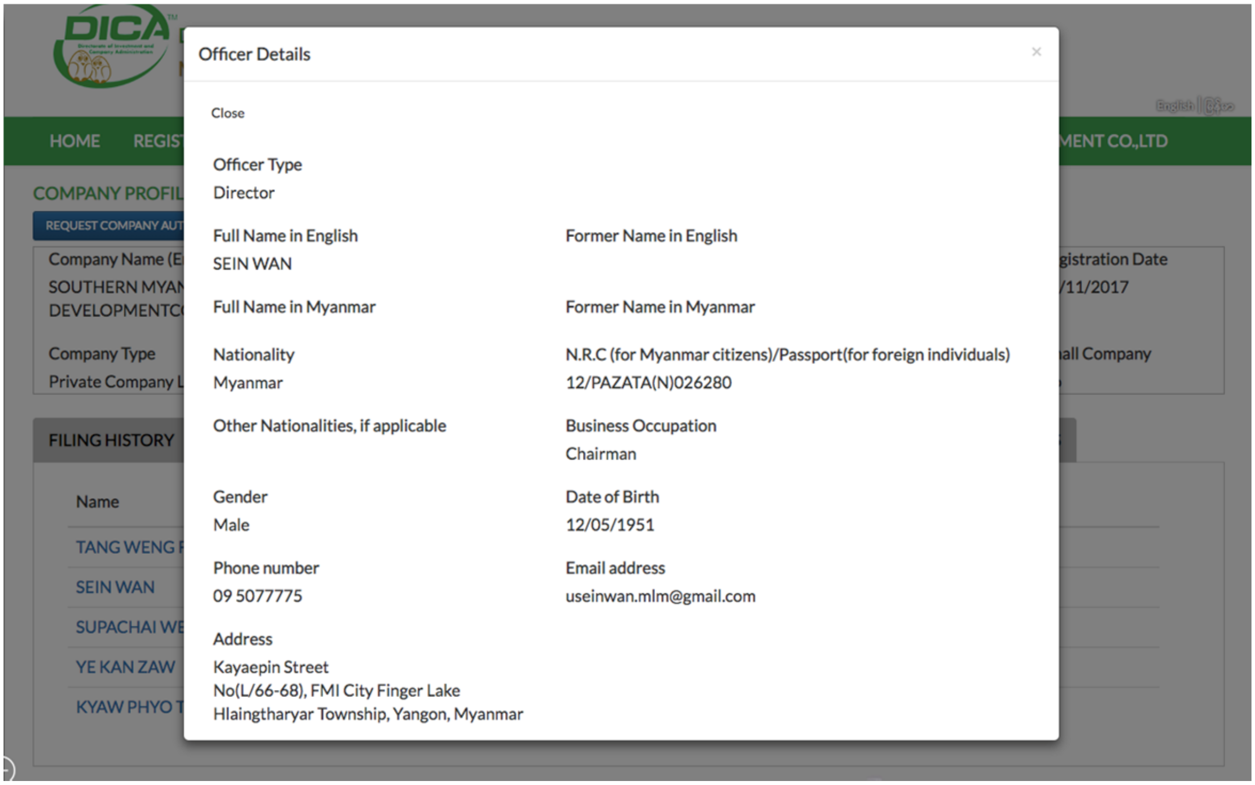
Officer Details

Close

Officer Type
Director

Full Name in English	Former Name in English
TANG WENG FEI	
Full Name in Myanmar	**Former Name in Myanmar**
Nationality	**N.R.C (for Myanmar citizens)/Passport(for foreign individuals)**
Singapore	E4782604E
Other Nationalities, if applicable	**Business Occupation**
	Director
Gender	**Date of Birth**
Male	03/03/1954
Phone number	**Email address**
+65 96364269	wengfei@ramtronoil.comsg

Address
Second Avenue
No(11)
Singapore, Singapore, Singapore 266661



Officer Details

Close

Officer Type
Director

Full Name in English
SEIN WAN

Former Name in English

Full Name in Myanmar

Former Name in Myanmar

Nationality
Myanmar

N.R.C (for Myanmar citizens)/Passport(for foreign individuals)
12/PAZATA(N)026280

Other Nationalities, if applicable

Business Occupation
Chairman

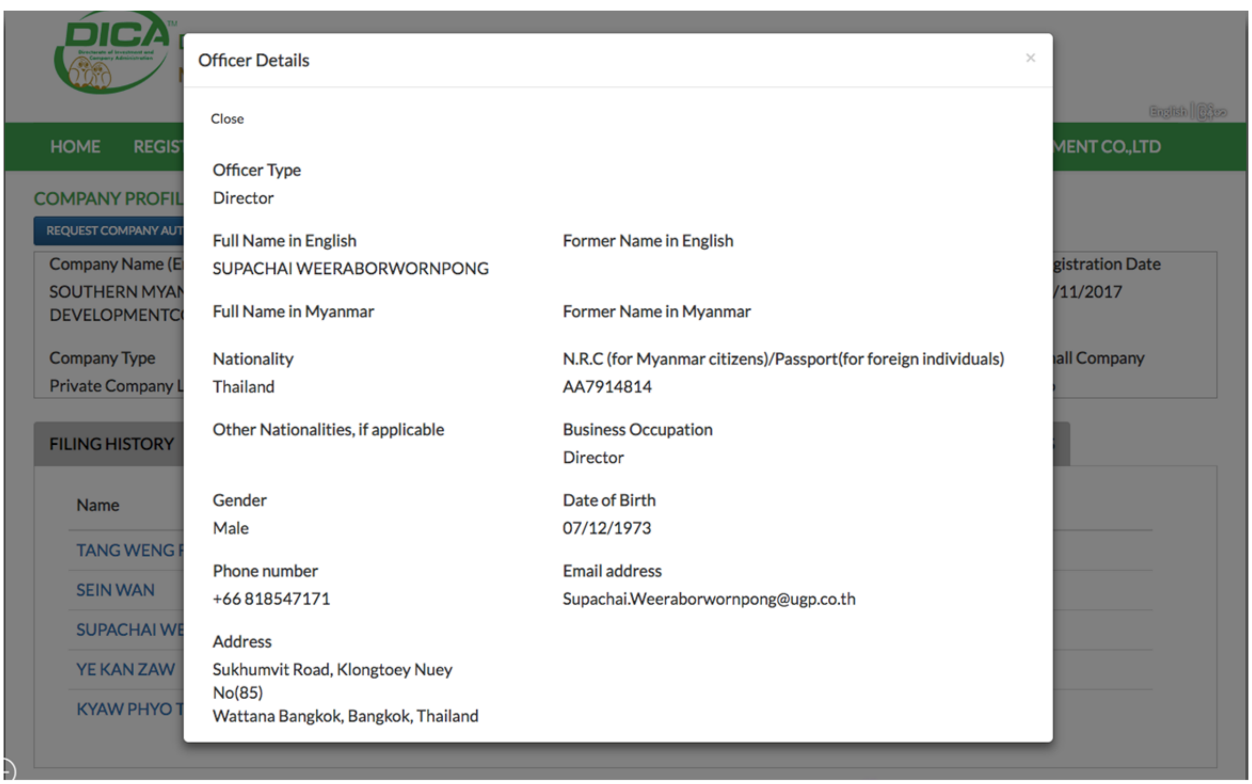
Gender
Male

Date of Birth
12/05/1951

Phone number
09 5077775

Email address
useinwan.mlm@gmail.com

Address
Kayaepin Street
No(L/66-68), FMI City Finger Lake
Hlaingtharyar Township, Yangon, Myanmar



Officer Details

Close

Officer Type
Director

Full Name in English
SUPACHAI WEERABORWORNPONG

Former Name in English

Full Name in Myanmar

Former Name in Myanmar

Nationality
Thailand

N.R.C (for Myanmar citizens)/Passport(for foreign individuals)
AA7914814

Other Nationalities, if applicable

Business Occupation
Director

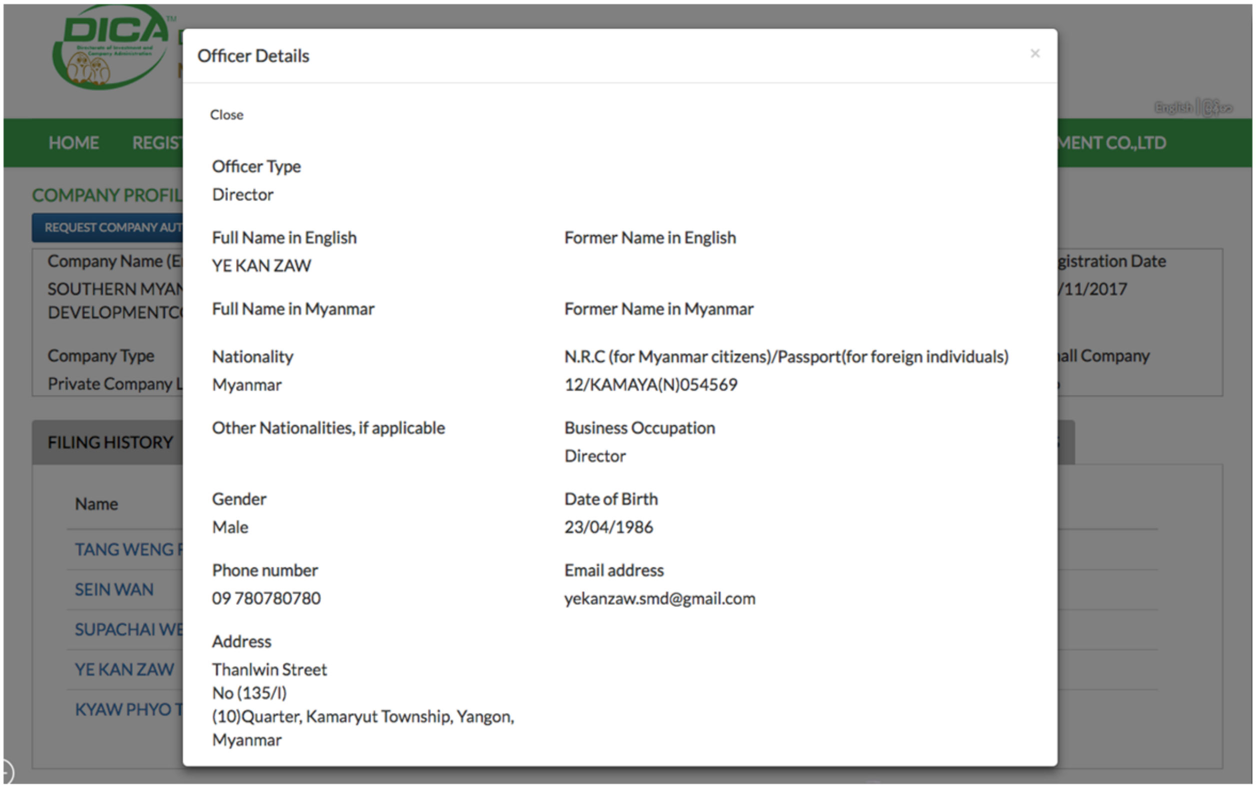
Gender
Male

Date of Birth
07/12/1973

Phone number
+66 818547171

Email address
Supachai.Weeraborwornpong@ugp.co.th

Address
Sukhumvit Road, Klongtoey Nuey
No(85)
Wattana Bangkok, Bangkok, Thailand



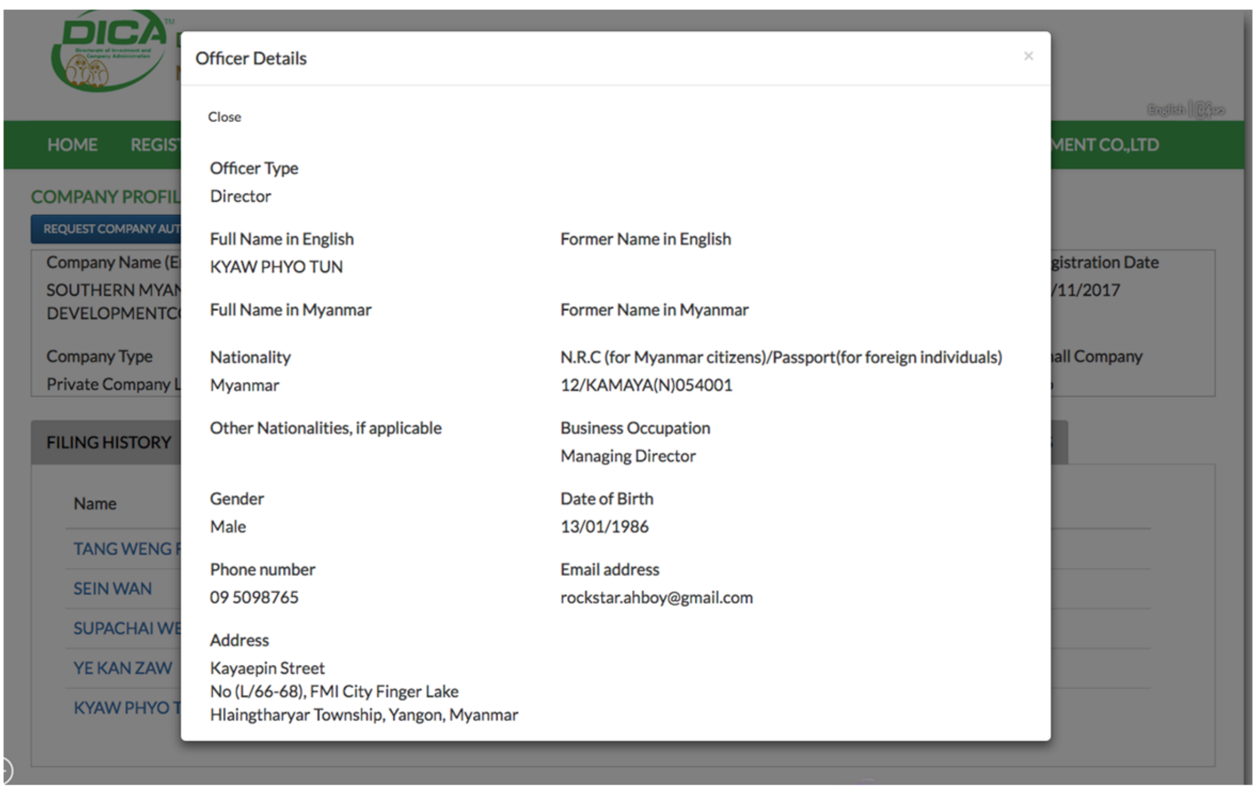
Officer Details

Close

Officer Type
Director

Full Name in English	Former Name in English
YE KAN ZAW	
Full Name in Myanmar	Former Name in Myanmar
Nationality	N.R.C (for Myanmar citizens)/Passport(for foreign individuals)
Myanmar	12/KAMAYA(N)054569
Other Nationalities, if applicable	Business Occupation
	Director
Gender	Date of Birth
Male	23/04/1986
Phone number	Email address
09 780780780	yekanzaw.smd@gmail.com

Address
Thanlwin Street
No (135/I)
(10)Quarter, Kamaryut Township, Yangon,
Myanmar



Officer Details

Close

Officer Type
Director

Full Name in English	Former Name in English
KYAW PHYO TUN	
Full Name in Myanmar	Former Name in Myanmar
Nationality	N.R.C (for Myanmar citizens)/Passport(for foreign individuals)
Myanmar	12/KAMAYA(N)054001
Other Nationalities, if applicable	Business Occupation
	Managing Director
Gender	Date of Birth
Male	13/01/1986
Phone number	Email address
09 5098765	rockstar.ahboy@gmail.com

Address
Kayaepin Street
No (L/66-68), FMI City Finger Lake
Hlaingtharyar Township, Yangon, Myanmar

DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION
Myanmar Companies Online (MyCO)

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COMPANY PROFILE

REQUEST COMPANY AUTHORITY | PRINT CERTIFICATE

Company Name (English)	Company Name (Myanmar)	Registration Number	Registration Date
SOUTHERN MYANMAR DEVELOPMENTCOMPANY LIMITED	Southern Myanmar Development Company Limited.	101448770	22/11/2017
Company Type	**Status**	**Foreign Company**	**Small Company**
Private Company Limited by Shares	Registered	Yes	No

FILING HISTORY | ADDRESSES | OFFICERS | SHAREHOLDINGS | COMPANY AUTHORITY | MEMBERS | ATTACHMENTS

Total Shares Issued by Company
1010000

Currency of Share Capital
MMK

ULTIMATE HOLDING COMPANY

Company Name	Registration Number	Jurisdiction of Incorporation
		MMR

SHARE CAPITAL STRUCTURE

Share Class	Class Title	Total No. Shares	Total Amount Paid	Total Amount Unpaid
ORD		1,010,000	100,000,000	10,000,000,000

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Private Company Limited by Shares	Registered	Yes	No

FILING HISTORY | ADDRESSES | OFFICERS | SHAREHOLDINGS | COMPANY AUTHORITY | MEMBERS | ATTACHMENTS

Account Number	Account Name	Status	Request Date	Authority Start Date	Authority End Date
100762065	Southern Myanmar Development Co.,ltd	Active	16/08/2018	16/08/2018	

DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION

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Private Company Limited by Shares	Registered	Yes	No

FILING HISTORY | ADDRESSES | OFFICERS | SHAREHOLDINGS | COMPANY AUTHORITY | MEMBERS | ATTACHMENTS

Individual Members

Name	Nationality	N.R.C / Passport Number

Corporate Members

Name	Registration Number	Jurisdiction Of Incorporation
BEDOK CONSTRUCTION & ENGINEERING COMPANY LIMITED	1132/2009-2010	Myanmar
ASIATECH POWER PTE LIMITED	201701340Z	Singapore
SIAM GAS POWER PTE LIMITED	201618389W	Singapore

Member Details

Close

Company Name

BEDOK CONSTRUCTION & ENGINEERING COMPANY LIMITED

Registration Number	Jurisdiction Of Incorporation
1132/2009-2010	Myanmar

Address

Kayaepin Street
No (L/66-68), FMI City Finger Lake
Hlaingtharyar Township, Yangon, Myanmar

Shareholdings

Share Class	Class Description	Total No. Shares	Total Amount Paid	Total Amount Unpaid
ORD		343,400	34,000,000	3,400,000,000

Registration Date 22/11/2017

Small Company No

Corporate Members

Name	Registration Number	Jurisdiction Of Incorporation
BEDOK CONSTRUCTION & ENGINEERING COMPANY LIMITED	1132/2009-2010	Myanmar
ASIATECH POWER PTE LIMITED	201701340Z	Singapore
SIAM GAS POWER PTE LIMITED	201618389W	Singapore

DICA DIRECT… Myanma…

HOME REGISTER A CO… …,LTD

COMPANY PROFILE

REQUEST COMPANY AUTHORITY

Company Name (English)
SOUTHERN MYANMAR DE… LIMITED

Company Type
Private Company Limited by…

Registration Date
22/11/2017

Small Company
No

FILING HISTORY ADDR…

Member Details

Close

Company Name
ASIATECH POWER PTE LIMITED

Registration Number	Jurisdiction Of Incorporation
201701340Z	Singapore

Address
Collyer Quay # 13-06
11
The Arcade, Singapore, Singapore 049317

Shareholdings

Share Class	Class Description	Total No. Shares	Total Amount Paid	Total Amount Unpaid
ORD		333,300	33,000,000	3,300,000,000

Individual Members

Name

Corporate Members

Name	Registration Number	Jurisdiction Of Incorporation
BEDOK CONSTRUCTION & ENGINEERING COMPANY LIMITED	1132/2009-2010	Myanmar
ASIATECH POWER PTE LIMITED	201701340Z	Singapore
SIAM GAS POWER PTE LIMITED	201618389W	Singapore

DICA DIRECT… Myanma…

HOME REGISTER A CO… …,LTD

COMPANY PROFILE

REQUEST COMPANY AUTHORITY

Company Name (English)
SOUTHERN MYANMAR DE… LIMITED

Company Type
Private Company Limited by…

Registration Date
22/11/2017

Small Company
No

FILING HISTORY ADDR…

Member Details

Close

Company Name
SIAM GAS POWER PTE LIMITED

Registration Number	Jurisdiction Of Incorporation
201618389W	Singapore

Address
East Coast Road #02-127
50
Roxy Square, Singapore, Singapore 428769

Shareholdings

Share Class	Class Description	Total No. Shares	Total Amount Paid	Total Amount Unpaid
ORD		333,300	33,000,000	3,300,000,000

Individual Members

Name

Corporate Members

Name	Registration Number	Jurisdiction Of Incorporation
BEDOK CONSTRUCTION & ENGINEERING COMPANY LIMITED	1132/2009-2010	Myanmar
ASIATECH POWER PTE LIMITED	201701340Z	Singapore
SIAM GAS POWER PTE LIMITED	201618389W	Singapore

DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION

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Company Type	**Status**	**Foreign Company**	**Small Company**
Private Company Limited by Shares	Registered	Yes	No

FILING HISTORY | ADDRESSES | OFFICERS | SHAREHOLDINGS | COMPANY AUTHORITY | MEMBERS | ATTACHMENTS

	Type	Date
	Copy of Officers ID's	23/08/2018
	Company Constitution	23/08/2018

SOUTHERN MYANMAR DEVELOPMENT CO.,LTD

Detail List of Machinery and Equipment (To be Imported)

Item	Description	Qty	Unit Price (USD)	Total Price (USD)
1	Large size tug	2	$ 1,800,000.00	$ 3,600,000.00
2	Small size tug	1	$ 500,000.00	$ 500,000.00
3	Buoy	5	$ 50,000.00	$ 250,000.00
			Sub Total	$ 4,350,000.00

U SEIN WAN
CHAIRMAN
SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

Southern Myanmar Development Co.,Ltd.
Income Statement

			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Incom																						
Service charge for storage per ton			2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50
Storage amount			528,000	1,056,000	1,056,000	1,056,000	1,056,000	1,056,000	1,056,000	1,056,000	1,056,000	1,056,000	528,000	1,056,000	1,056,000	1,056,000	1,056,000	1,056,000	1,056,000	1,056,000	1,056,000	1,056,000
Total Income			1,320,000	2,640,000	2,640,000	2,640,000	2,640,000	2,640,000	2,640,000	2,640,000	2,640,000	2,640,000	1,320,000	2,640,000	2,640,000	2,640,000	2,640,000	2,640,000	2,640,000	2,640,000	2,640,000	2,640,000
Expenditure																						
FSU Rental Cost			960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000	960,000
Salary			176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400	176,400
General			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Commerical tax 5%			66,000	132,000	132,000	132,000	132,000	132,000	132,000	132,000	132,000	132,000	66,000	132,000	132,000	132,000	132,000	132,000	132,000	132,000	132,000	132,000
Total expenditure			1,302,400	1,368,400	1,368,400	1,368,400	1,368,400	1,368,400	1,368,400	1,368,400	1,368,400	1,368,400	1,302,400	1,368,400	1,368,400	1,368,400	1,368,400	1,368,400	1,368,400	1,368,400	1,368,400	1,368,400
Profit before tax			17,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	17,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600
Income tax (25%)			4,400	317,900	317,900	317,900	317,900	317,900	317,900	317,900	317,900	317,900	4,400	317,900	317,900	317,900	317,900	317,900	317,900	317,900	317,900	317,900
Profit after imcome tax			13,200	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	13,200	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700
CSR allocation 2%			264	19,074	19,074	19,074	19,074	19,074	19,074	19,074	19,074	19,074	264	19,074	19,074	19,074	19,074	19,074	19,074	19,074	19,074	19,074

Remark: - Southern Myanmar Development Co.,Ltd. only service provide for storing LPG. So Southern Myanmar Development Co.,Ltd will get only 2.5 USD per ton for storage service fee. Trading will be performed by Siam Gas Trading Private Ltd. and all the tax concerning with this business will be commited by Siam Gas Trading PrivateLtd.90% of the stored LPG will be transit to the foreign country and 10 % of the LPG will be sale to the local.

Southern Myanmar Development Company Limited

Floating Ship's capacity and projected transaction

Sr.	Particulars	Unit	Qty
1	FSU capacity	Ton	44,000.00
2	Feeder vessel capacity	Ton	44,000.00
3	Monthly volume (2 cycle)	Ton	88,000.00
4	Yearly volume	Ton	1,056,000.00
5	Fee on service volume	US$	2.5 US$ per ton

Remark - During first year only 1 cycle will be stored. Therefore only 528,000 ton will be stored.

Southern Myanmar Development Company Limited
Cash Flow

		Preparation time	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Cash out flow		5,500,000																				
Investment		5,500,000																				
Cash in flow			17,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600	1,271,600
Profit after tax			13,200	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700	953,700
Accumulated cash flow		(5,500,000)	(5,486,800)	(4,533,100)	(3,579,400)	(2,625,700)	(1,672,000)	(718,300)	235,400	1,189,100	2,142,800	3,096,500	4,050,200	5,003,900	5,957,600	6,911,300	7,865,000	8,818,700	9,772,400	10,726,100	11,679,800	12,633,500

SOUTHERN MYANMAR DEVELOPMENT COMPANY LIMITED

Employment Statement & Salary Payment

Onshore office (Local Personal)

Sr	Position	Year 1			Year 2			Year 3			Year 4			Year 5-10		
		Nos.	Salary	Yearly	Nos.	Salary	Yearly	Nos.	Salary	Yearly	Nos.	Salary	Yearly	Nos.	Salary	Yearly
			Kyat	Kyat		Kyat	Kyat		Kyat	Kyat		Kyat	Kyat		Kyat	Kyat
1	CEO	1	4,500,000	54,000,000	1	4,500,000	54,000,000	1	4,500,000	54,000,000	1	4,500,000	54,000,000	1	4,500,000	54,000,000
2	General Manager	1	3,000,000	36,000,000	1	3,000,000	36,000,000	1	3,000,000	36,000,000	1	3,000,000	36,000,000	1	3,000,000	36,000,000
3	Merchandiser	2	1,500,000	36,000,000	2	1,500,000	36,000,000	2	1,500,000	36,000,000	2	1,500,000	36,000,000	2	1,500,000	36,000,000
4	Licensing staff	5	750,000	45,000,000	5	750,000	45,000,000	5	750,000	45,000,000	5	750,000	45,000,000	5	750,000	45,000,000
5	Admin	6	600,000	43,200,000	6	600,000	43,200,000	6	600,000	43,200,000	6	600,000	43,200,000	6	600,000	43,200,000
6	Finance	3	600,000	21,600,000	3	600,000	21,600,000	3	600,000	21,600,000	3	600,000	21,600,000	3	600,000	21,600,000
7	Communciation	2	450,000	10,800,000	2	450,000	10,800,000	2	450,000	10,800,000	2	450,000	10,800,000	2	450,000	10,800,000
8	General Worker	5	300,000	18,000,000	5	300,000	18,000,000	5	300,000	18,000,000	5	300,000	18,000,000	5	300,000	18,000,000
	Total	25	11,700,000	264,600,000	25	11,700,000	264,600,000	25	11,700,000	264,600,000	25	11,700,000	264,600,000	25	11,700,000	264,600,000

SOUTHERN MYANMAR DEVELOPMENT COMPANY LIMITED

Employment statement& Salary Payment For Infrastructure work on FSU project

Sr	Position	Infrastructure work (construction Period)						After construction period (investment period)		
		Year 1			year 2			Investment period		
		Nos	Salary	Yearly	Nos	Salary	Yearly	Nos	Salary	yearly
1	Manager	4	1,000,000	48000000	4	1,000,000	48000000	2	1,000,000	24000000
2	Engineer	21	800,000	201600000	21	800,000	201600000	10	800,000	96000000
3	Finance	7	400,000	33600000	7	400,000	33600000	5	400,000	24000000
4	Admin	34	350,000	142800000	34	350,000	142800000	20	350,000	84000000
5	General worker	200	300,000	720000000	200	300,000	720000000	20	300,000	72000000
		266		1146000000	266		1146000000	57		300000000

SOUTHERN MYANMAR DEVELOPMENT COMPANY LIMITED

TOTAL OF EMPLOYMENT STATEMENT

Sr	Position	Nos of Employment	Remark
1	CEO	1	
2	General Manager	1	
3	Manager	4	
4	Merchandiser	2	
5	Licensing staff	5	
6	Admin	40	
7	Finance	10	
8	Communciation	2	
9	Engineer	21	
10	General Worker	205	
	Total	291	

SMD
SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

To

The Chairman

Myanmar Investment Commission

Date : Dec 2018

Subject: CSR (Corporate Social Responsibility).

We will allocate 2% on net profit after tax for spending in CSR activities and areas to be spent are targeted in line with ongoing activities the company is implementing.

Company will subscribe (2%) from the gross profit for CSR. The contributions are made as follows;

1. Improve transportation infrastructure around the factory, as necessary.
2. Offer job opportunities for people living in the area which will be depended on job vacancy and qualification of people.
3. Provide education fund to the family of the employees who are unable to support for their children education.
4. Provide skill development training of our employees.

With respect,

U SEIN WAN
CHAIRMAN
SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

No. 42, Hlaing Yadanar Mon Housing, Lane 4, Hlaing Township, Yangon.
Tel : +95-9-424222250 Email : smd.monstate@gmail.com

SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

To

The Chairman

Myanmar Investment Commission

Date : Dec 2018

Subject: Employee's welfare plan.

As a company it plans to submit in plan for the employee of as follows;-

- The company will participate in SSB contributions in accordance with the law.
- The company will provides medical treatment for all employees in emergency cases with free of charge.
- Leave allowance in accordance with the Law.
- Other social welfare program benefit from the company.
- Company will take responsibility on Safety, Health, Environment – SHE requirement.

With respect,

U SEIN WAN
CHAIRMAN
SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

No. 42, Hlaing Yadanar Mon Housing, Lane 4, Hlaing Township, Yangon.
Tel : +95-9-424222250 Email : smd.monstate@gmail.com

SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

To

The Chairman

Myanmar Investment Commission

Date : Dec 2018

Subject: Fire safety plan.

Company is planning for the fire prevention plans as follows;-

- Furnish with fire alarm system.
- Provide training to employees about prevention of fire and method of extinguishing the fire, in line with international standard.
- Set up fire extinguishers.
- Inspect fire extinguishers once a week.
- Dedicate to cleanliness and tidiness in the office for fire prevention.
- Set security cameras.
- Instruct to smoke in smoking area only.
- Inspect electric wires once a week.

With respect,

U SEIN WAN
CHAIRMAN
SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

No. 42, Hlaing Yadanar Mon Housing, Lane 4, Hlaing Township, Yangon.
Tel : +95-9-424222250 Email : smd.monstate@gmail.com

SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

To

The Chairman

Myanmar Investment Commission

Date : Dec 2018

Subject: Undertaking to pay employee's income tax.

We hereby undertake that, to pay the employee's income tax (individual) for Southern Myanmar Development Co.,Ltd's staff whose may earn above 4,800,000 Kyat as income per annum.

With respect,

U SEIN WAN
CHAIRMAN
SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

No. 42, Hlaing Yadanar Mon Housing, Lane 4, Hlaing Township, Yangon.
Tel : +95-9-424222250 Email : smd.monstate@gmail.com

SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

To

The Chairman

Myanmar Investment Commission

Date : Dec 2018

Subject: Protection of environment.

We, Southern Myanmar Development Co.,Ltd. will be responsible for the protection as well as preservation of the environment in an around the area of the project site. We will be able to control pollution of air, water and land, and will ensure that there is no environment degradation.

We would like to inform you that the project will not have any significant environmental impact and if any environmental impact issues arise, the company will take due care and attention to address these issues.

We would be grateful if you would kindly approve our company's application for the project and advise us when such approval has been granted. If you need further information, please do not hesitate to contact us.

With respect,

U SEIN WAN
CHAIRMAN
SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

No. 42, Hlaing Yadanar Mon Housing, Lane 4, Hlaing Township, Yangon.
Tel : +95-9-424222250 Email : smd.monstate@gmail.com

FORM (6)

Tax Incentive Application

To

Chairman

Myanmar Investment Commission

Ref.No:

Dated:

Subject: **Application for Tax Incentive**

I do hereby apply with the following particulars for the tax incentive under section 74 of Myanmar Investment Law:

1. Applicant

(a) Name of Investor	U Sein Wan
(b) Name of Company	Southern Myanmar Development Co.,Ltd.
(c) Type of Business	Floating Storage Unit for storage of LPG as Transit Point
(d) Myanmar Investment Commission Permit or Endorsement No. (If a permit or endorsement is still processing, please describe the information.)	Still processing

2. If investor doesn't submit by himself/ herself , the applicant's;

(a) Name of contact Person	U Myo Tint Zaw
(b) National Registration Card No/ Passport No	12/ Ya Ka Na (N) 013957

3. Construction period or Preparatory period	12 months
4. Commencement date for commercial operation	--

5. Applied for the following tax incentive :

(a) Exemption or Relief under section 75(a)

(b) --

(-) --

(-) --

Note: The applicaton must specify precise tax incentives applied for .

6. If the investor apply for tax incentive under section 75(a), Please state the Zone in accordance rule 83 or the Zone in which more than 65% of the value of the investment is invested or carried out in accordance with rule 96. --

7. If the investor apply for tax incentive under section 77(a) and (d) , please fill the information in schedule (1) .

8. If the investor apply for tax incentive under section 77(b) , Please state the following information and fill in schedule (2) :

   (a) an expected amount as per year to be earned from the investment ------------------------------------

   (b) Foreign Currency from export as per yearz

9. If the investor apply for tax incentive under section 78(a) , please state the following information in accordance with rule 99:

   (a) Please describe, which financial year the profits reinvested are earning by the investor. ------------------------------------

   (b) Please describe which financial year the profits are reinvested by the investor. ------------------------------------

   (c) Please describe the amount of reinvestment. ------------------------------------

10. If the investor apply for tax incentive under section 78(b) , please describe the following information:

    (a) Provide the depreciation schedule of assets for which the depreciation rate is to be adjusted, showing both the depreciation at the standard rate and at a rate of 1.5 times the depreciation rate permitted under the relevant laws of the Union.

    (b) Has the investor separately applied for or obtained an adjustment to the depreciation rate from the relevant authority.

11. If the investor apply for tax incentive under section 78(c) ,provide an itemised list of actual research and development expenses for the current financial year.

Signature ....

Name of Investor .... U SEIN WAN

Designation.................. CHAIRMAN

Department/Company SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

(Seal/Stamp)

အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရက်စွဲ ၊ ၂၀၁၈ ခုနှစ် ၊ ဒီဇင်ဘာလ ၊ ရက် ။

အကြောင်းအရာ။ ။မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့် လျှောက်ထားခြင်း။

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၄ အရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်များ ခံစားခွင့်ရရှိရေးအတွက် အောက်ဖော်ပြပါအချက်များအား ဖြည့်စွက်၍ လျှောက်ထားအပ်ပါသည် -

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် .... ဦးစိန်ဝမ်း

(ခ) ကုမ္ပဏီအမည် .... Southern Myanmar Development Co.,Ltd.

(ဂ) လုပ်ငန်းအမျိုးအစား .... Floating Storage Unit for Storage of LPG as Transit Point

(ဃ) ခွင့်ပြုမိန့်အမှတ် သို့မဟုတ် အတည်ပြုမိန့်အမှတ် .... လျှောက်ထားဆဲ

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင်လျှောက်ထားခြင်း မဟုတ်ပါက လျှောက်ထားသူ၏

(က) ဆက်သွယ်ရမည့် ပုဂ္ဂိုလ်အမည် .... ဦးမျိုးတင့်ဇော်

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်/ နိုင်ငံကူးလက်မှတ် အမှတ် .... ၁၂/ရကန(နိုင်)၀၁၃၉၅၇

၃။ တည်ဆောက်မှုကာလ/ပြင်ဆင်မှုကာလ .... ၁၂ လ

၄။ စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့ ....

၅။ အောက်ပါအခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်ကိုခံစားခွင့်ပြုပါရန် လျှောက်ထားအပ်ပါသည် -

(က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၅ (က) ပါ ဝင်ငွေခွန်ကင်းလွတ်ခွင့်

၆။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၅(က) ပါ ဝင်ငွေခွန် ကင်းလွတ်ခွင့် လျှောက်ထားမည် ဆိုပါက နည်းဥပဒေ ၈၃ နှင့်အညီ လုပ်ငန်း ဆောင်ရွက် နေသည့် ဇုန်နေရာ သို့မဟုတ် နည်းဥပဒေ ၉၆ နှင့်အညီ တွက်ချက်ထားသော ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းတန်ဖိုး ၆၅ ရာခိုင်နှုန်း အထက်အား ရင်းနှီးမြှုပ်နှံထားသည့် သို့မဟုတ် လုပ်ငန်း ဆောင်ရွက်နေသည့် ဇုန်နေရာကို ဖော်ပြပေးရန်။ ....

၇။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၇(က) နှင့် (ဃ) ကိုလျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၈၄ ပါ အချက်အလက်များကို ဇယား (၁) တွင်ဖြည့်စွက်ရန်။

၈။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၇(ခ) အရ အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက ဇယား(၂) နှင့်အောက်ပါအချက်အလက်များကိုဖော်ပြပေးအပ်ရန် -

(က) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှ ရရှိမည့် တစ်နှစ်စာမျှော်မှန်းဝင်ငွေ - ....

(ခ) ပို့ကုန်များမှရရှိသော တစ်နှစ်စာ နိုင်ငံခြားငွေ - ....

၉။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၈(က) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၉၉ နှင့်အညီ အောက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန် -

(က) မည်သည့်ဘဏ္ဍာနှစ်တွင်ရရှိခဲ့သည့် အမြတ်ငွေဖြစ်ကြောင်းဖော်ပြရန်။ ....

(ခ) မည်သည့်ဘဏ္ဍာနှစ်အတွက် ပြန်လည် ရင်းနှီးမြှုပ်နှံလိုကြောင်းဖော်ပြရန်။ ....

(ဂ) ပြန်လည် ရင်းနှီးမြှုပ်နှံမည့် ပမာဏ ကိုဖော်ပြပေးရန်။ ....

၁၀။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၈(ခ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက အောက်ပါ အချက်အလက်များကို ဖော်ပြပေးအပ်ရန် -(က) နိုင်ငံတော်၏ သက်ဆိုင်ရာ ဥပဒေများအရ ခွင့်ပြုထားသည့် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားနှင့် ၎င်းနှုန်းထား၏ ၁.၅ဆ နှင့် တူညီသည့် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားတို့ကို ယှဉ်တွဲတွက်ချက် ဖော်ပြထားသည့် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားတွက်ချက်မှုကို ပူးတွဲတင်ပြရန်။

(ခ) ရင်းနှီးမြှုပ်နှံသူသည် ပစ္စည်းတန်ဖိုးလျော့တွက်နှုန်းထားကို တွက်ချက် ခံစားခွင့်အတွက် အခြားသက်ဆိုင်ရာ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံ သီးခြား လျှောက်ထားခြင်းသို့မဟုတ် ရရှိထားခြင်း ရှိ/မရှိ။

၁၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၈(ဂ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက ဘဏ္ဍာနှစ်အတွက် သုတေသနနှင့်ဖွံ့ဖြိုးရေးလုပ်ငန်းများ၏ အမှန်တကယ်ကုန်ကျစရိတ်ကို စာရင်းပြုစု၍ ပူးတွဲတင်ပြရန်။

လျှောက်ထားသူလက်မှတ်

အမည် .... U SEIN WAN

ရာထူး .... CHAIRMAN

SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

ဌာန/ကုမ္ပဏီတံဆိပ် ....

Company name	-	Southern Myanmar Development Co.,Ltd.
Type of investment	-	Joint Venture
Type of business	-	Floating Storage Unit for Storage of LPG as Transit Point
Company address	-	No. (L/66-68), Khayaepin Street, F.M.I City Finger Lake, Hlaingtharyar Township , Yangon Region, Myanmar.
Location of investment	-	Midstream Areas Near By Thapyay Village and Kalegauk Island, Yae Township, Mon State.
Total investment	-	US$ 5.5 millions
Employee	-	Local Person 25
Benefit	-	Our country can get new technology for storing LPG. 10% of the LPG that are stored in the FSU will be sell locally so local people can use LPG with lower price. Also government will get the tax. If that project is successful, other company will going to invest in that business and is will help the region development. If ship to ship transfer (or) Floating Storage Unit project is successful in Mon State, we have plan to transit similar project including LPG/ LNG factory and storage tank in other coastal states.

SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

Photo Of FSU Vessel



Photo Of FSU Vessel





http://www.srirachatugboat.com/index.php/fleet-tugboat/8-fleet-tugboat/18-sriracha-16



SHIP'S PARTICULARS.

Name of Tug	: Sriracha 16
License Number	: 4700-01834
Gross Tonnage	: 332.00 T.
Net Tonnage	: 100.00 T.
Length Overall	: 35.00 M.
Breadth	: 9.60 M.
Depth	: 4.20 M.
Speed	: 12.0 Knots
Main Engine	: Niigatai 2L28BXE 1,750ps X 2 = 3,500ps
Aux Engine	: Yanmar 6KFL 145ps X 2
Generator	: Taiyo FB-30E120 KVA, 220V. 3P 60 Hz
Propulsion	: Niigata Z
Fire Fighting	: Nissan UD 210ps Pump CPK 150-50

http://www.srirachatugboat.com/index.php/fleet-tugboat/8-fleet-tugboat/17-sriracha-17



SHIP'S PARTICULARS.

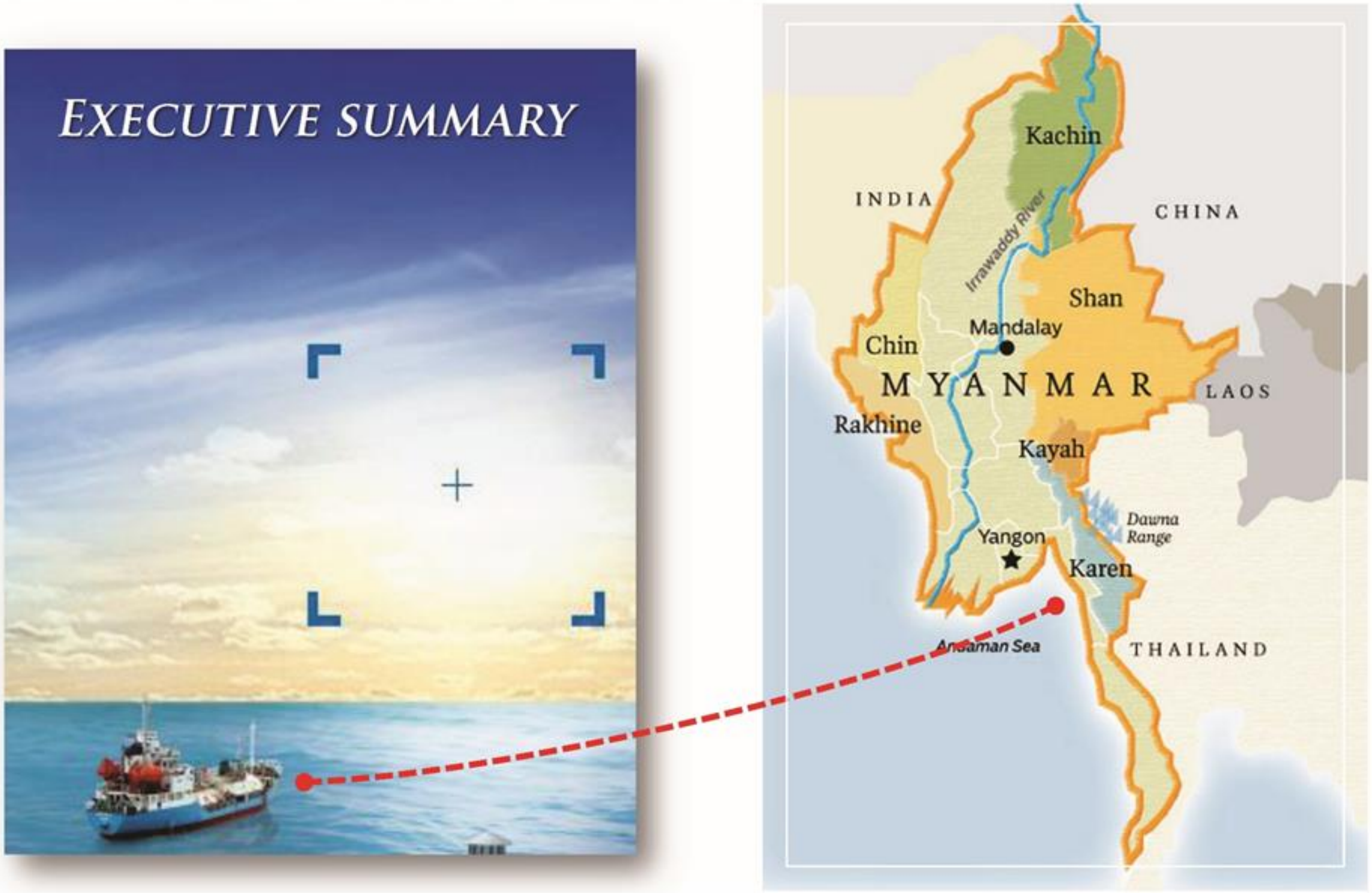
Name of Tug	: Sriracha 17
License Number	: 4700-01842
Gross Tonnage	: 290.00 T.
Net Tonnage	: 94.00 T.
Length Overall	: 33.00 M.
Breadth	: 9.60 M.
Depth	: 4.20 M.
Speed	: 12.0 Knots
Main Engine	: Niigata 8L25BXE 1,600ps X 2 = 3,200ps
Aux Engine	: Yanmar 6KFL 145ps X 2
Generator	: 2 X 100 KVA, 380 V. 3 P 60 Hz
Propulsion	: Niigata ZP-3A X 2 sets
Fire Fighting	: Isuzu UM-8MA 274ps

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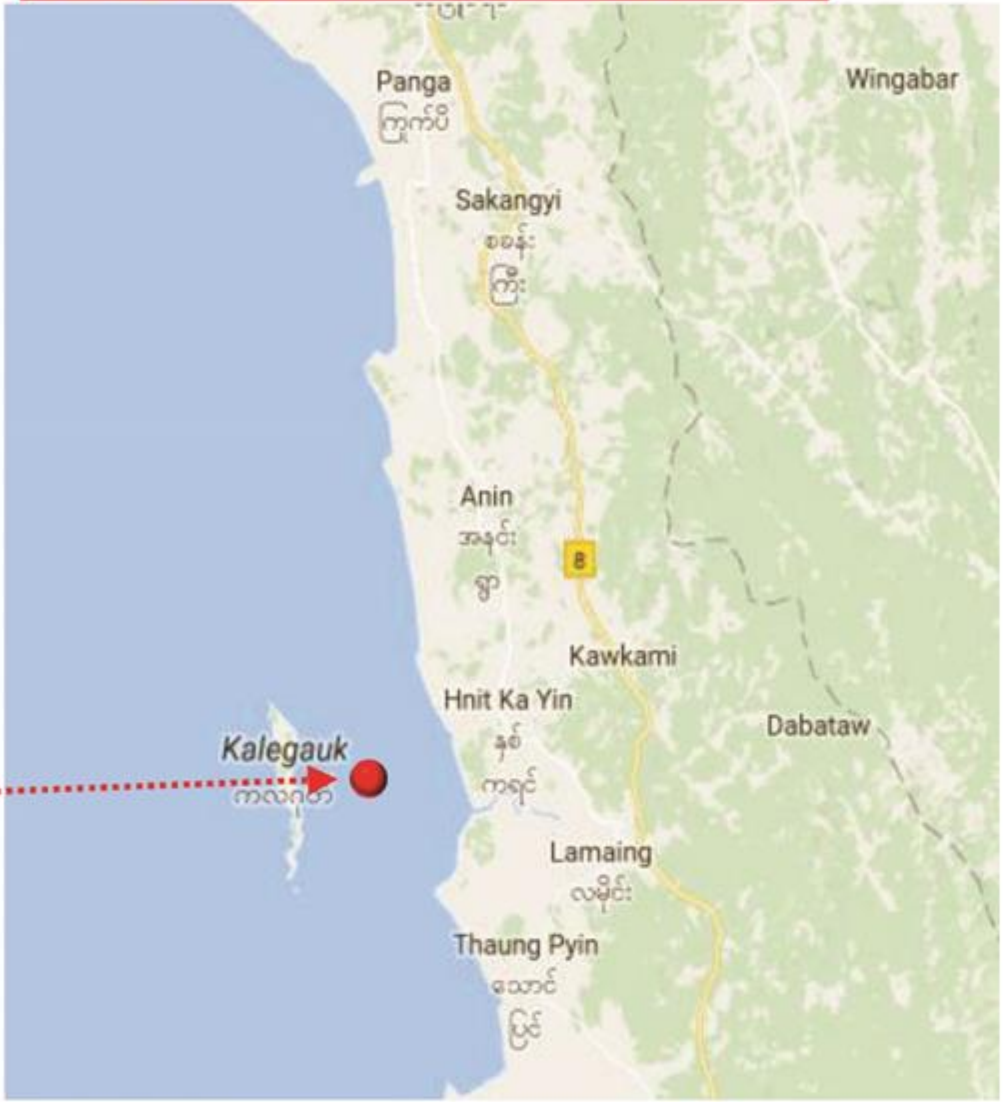
oat.com


EXECUTIVE SUMMARY
Kachin
INDIA
CHINA
Irrawaddy River
Shan
Mandalay
Chin
MYANMAR
LAOS
Rakhine
Kayah
Dawna Range
Yangon
Karen
Andaman Sea
THAILAND

LOCATION



PROPOSE LPG FLOATING STORAGE LOCATION




Pakistan
Bangladesh
Myanmar
India
Thailand
Macau
South China
Hongkong
Vietnam
Cambodia
Philippines
East Malaysia
Singapore



Zhuhai, China
Haiphong, Vietnam
Shantou, China
Thailand
Ho Chiminh, Vietnam
East Malaysia
Singapore




LPG





Service Agreement

This Agreement is entered into on this day of November 28, 2018 in Yangon by and between:

Party A: SIAMGAS TRADING PRIVATE LIMITED

Party B: SOUTHERN MYANMAR DEVELOPMENT COMPANY LIMITED

Whereas:

1. Party B is a ship to ship transfer service provider in Galegauk Island water areas, Anin village, Myanmar and in the future other areas in Myanmar.

2. Party A is desirous of obtaining the services of the Party B for handling of its products cargo in bulk, and Party B is agreeable to providing such services, on the terms and conditions set out in this Agreement.

Therefore, the Parties agree as follows:

1) **Products**

The term "products" shall refer to Propane, Butane and Liquefied Petroleum Gas (LPG) collectively, and the term "Product" shall refer to any one of them. All Grades of the products will be stored separately in different caverns or spheres. Products will be imported by Party A from International market.

2) **Service Fee**

The term "Service Fee" shall mean all vessel ship to ship transfer fee, handling fee, discharge/loading fee. Party B shall collect Service Fees from Party A based on the quantity certified by third party inspector at the rate of 2.5 USD (Two and half United States Dollar) per metric ton of product. The term service fees excluding agency fees, commercial taxes and port related fees. (i.e. port due, light dues and pilotage fees)

The service fees shall be calculated on a First-in basis.

3) **Payment**

The service Fees shall be paid every 30 calendar days. Party A shall pay within 5 working days upon receipt of invoice from Party B. Party B shall issue receipt upon receiving payment.

Party B hires the vessel VLGC from Party A and pay charter hired fees USD 80,000.00 per calendar month as pro rata including crew overtime, communication and entertainment based on one-year contract and the contract will be reviewed and renewed yearly basis.

SOUTHERN MYANMAR DEVELOPMENT CO.,LTD.

SIAM GAS TRADING PRIVATE LIMITED

4) **Duties& Responsibilities**

4.1 Party A:

4.1.1 Party A shall notify Party B of the particulars and the scheduling of the vessel, and also vessel ETA in advance. The nomination of the vessel is subject to Party B's confirmation and acceptance.

4.1.2. Party A shall provide Party B with all required vessel documents and cargo information before vessel berthing and before re-delivery of the Products back to Party A.

4.1.3. Party A shall be liable for and shall indemnify Party B against any claim, penalties, taxes or duties suffered or payable by Party B arising from any incorrect or incomplete information or documents that have been furnished by Party B to Party A under Article 5.1 or arising from Party A's failure or omission to provide the information and documents requested.

4.1.4 Party A shall be responsible for quality and quantity of imported product cargo.

4.1.5 Demurrage shall be avoided as much as possible so as to keep orderly berthing and departure of vessel. Any disputes over quality or quantity issues shall not last more than 3 hours. In the event that it takes more than 3 hours to determine whether the Products need to be unloaded, vessel shall be asked to vacate the berth until determination can be made. If vessel refuses to vacate berth, all the demurrage and associated costs shall be borne by Party A.

4.1.6 Party A shall be responsible for preventive measures of oil pollution as per IMO requirements.

4.2 Party B has responsibility:

4.2.1. To handle custom clearance and port clearance for all imports and re-exports.

4.2.2 To arrange for vessel berthing and Products unloading upon receipt of notification on vessel arrival date.

4.2.3 To ensure safe navigation in port entrance channel and anchorage area, smooth cargo operation and management of the whole operation of this project in port areas.

5) **Quantity and Quality**

5.1 The Parties shall jointly appoint and recognized independent surveyor to determine quantity delivered into and out of storage. The quantity survey by such surveyor shall, in the absence of manifest error or fraud, be deemed final and conclusive as the actual quantity of the Products.

SOUTHERN MYANMAR DEVELOPMENT CO.,LTD.

SIAM GAS TRADING PRIVATE LIMITED

5.2 Party A shall provide to Party B a copy of the certificate of quality from the loading port. An independent surveyor appointed jointly by the both Parties shall then re-examine the quality at the discharge port before vessel berths. The quality report from such surveyor shall be the basis of the quality of the Products that Party A brings in.

6) Title of the Product:

The title and risk of the Products under this Agreement shall remain with Party A, while Party B shall bear any loss or damages to the Products under its control due to its willful misconduct or gross negligence.

7) Force Majeure:

Force Majeure means any circumstances or events, the occurrence of which were not foreseeable or unavoidable though foreseeable. If either party hereto shall be prevented by a Force Majeure from performing or observing its obligation under this Agreement, the affected party shall immediately notify the other party and indentify the Force Majeure, its nature and extent.

Neither party shall be deemed in breach of this Agreement or liable for the other for any delay in performance or the non-performance of its obligation under this Agreement and time for performance of that obligation shall be extend accordingly.

8) Dispute Resolution

Any disputes arising out of or in connection with this Agreement shall be settled by the parties amicably or arbitrator. In the event where the parties fail to reach an amicable settlement, the dispute shall be referred to and finally resolved by Myanmar legal arbitration.

11) Applicable law

The effect, execution and interpretation of this Agreement shall be governed by the law of the Union of Myanmar.

12) Duration of this service agreement shall be one year, effective from the date stated above.

SIAMGAS TRADING Signed by: ----------------------

SIAM GAS TRADING PRIVATE LIMITED

SOUTHERN MYANMAR DEVELOPMENT Signed by: ----------------------

SOUTHERN MYANMAR DEVELOPMENT CO.,LTD.

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ။ ။ 041 / SMD / MIC (2018-2019)
ရက်စွဲ ။ ။ ၂၀၁၉ခုနှစ်၊ ဇန်နဝါရီလ ( )ရက်

အကြောင်းအရာ။ ။**သဘာဝပတ်ဝန်းကျင်ဆိုင်ရာကိစ္စနှင့်ပတ်သက်၍ဆောင်ရွက်ထားမှုများအားရှင်းလင်းတင်ပြခြင်း**

Southern Myanmar Development Co.,Ltd. သည် မွန်ပြည်နယ်၊ ရေးမြို့နယ်(မြောက်ဘက်)၊ ကုလားကုတ်ကျွန်းအနီးတွင် Floating Storage Unit ဆောင်ရွက်မည့်ကိစ္စနှင့်ပတ်သက်၍ သဘာဝပတ်ဝန်းကျင်ဆိုင်ရာကိစ္စများကို အောက်ဖော်ပြပါအတိုင်း စီစဥ်ထားရှိပြီးဖြစ်ပါကြောင်း တင်ပြအစီရင်ခံပါသည်။

(၁) သဘာဝပတ်ဝန်းကျင်ဆိုင်ရာကိစ္စများဆောင်ရွက်နိုင်ရန်အတွက် E Guard Environmental Service သို့လုပ်ငန်းအပ်နှံထားပြီးဖြစ်ပါသည်။

- Southern Myanmar Development Co.,Ltd. နှင့် E Guard Environmental Service တို့လုပ်ငန်းအပ်နှံထားသော စာချုပ်မိတ္တူ
- သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာနသို့ လုပ်ငန်းဆောင်ရွက်ရန် တင်ပြမည့် E Guard Environmental Service ၏ Selected Consultants for Environmental Impact Assessment Form

(၂) သဘော်ရပ်နားရန် လုပ်ငန်းဆောင်ရွက်မည့် အနီးအနားကျေးရွာများမှ အဆိုပါလုပ်ငန်းနှင့်ပတ်သက်၍ ရရှိထားသော သဘောထားမှတ်ချက်များ

(၃) ၂၀၁၉ခုနှစ်၊ ဇန်နဝါရီလ (၁၇)ရက်နေ့တွင် မွန်ပြည်နယ်၊ ရေးမြို့နယ်၊ ကုလားကုတ်ကျေးရွာအုပ်စု၊ အောက်ဆိပ်ကျေးရွာတွင် မွန်ပြည်နယ်ဝန်ကြီးချုပ်ဦးဆောင်၍ Southern Myanmar Development Co.,Ltd Chairman သွားရောက်၍ Corporates Social Responsibility သွားရောက်ဆောင်ရွက်ထားမှုမှတ်တမ်းဓာတ်ပုံများ

လေးစားစွာဖြင့်

U SEIN WAN
CHAIRMAN
SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

မိတ္တူကို
- ရုံးလက်ခံ

No. 42, Hlaing Yadanar Mon Housing, Lane 4, Hlaing Township, Yangon.
Tel : +95-9-424222250 Email : smd.monstate@gmail.com

Our Ref: E Guard/Contract No. 189/2019

This Contract is made in Yangon, Republic of the Union of Myanmar on this

Between

Southern Myanmar Development Co., Ltd, a private company limited by shares company with its registered address at No. 42, Hlaing Yadana Mon Housing, Lane 4, Hlaing Township, Yangon, Myanmar, Republic of the Union of Myanmar, incorporated under the laws of the Republic of the Union of Myanmar represented for the purpose of this Contract by U Myo Tint Zaw, General Manager (here-in-after referred to as the "Party A" which expression shall, unless repugnant to the context of the meaning hereof, include his legal representatives, successors and permitted assigns) of the ONE PART

And

E Guard Environmental Services Co., Ltd., a private company limited by shares company with its registered address at No. 11, Airport Avenue Road, Yangon Airport Road, Saw Bwar Gyi Gone Quarter, Insein Township, Yangon Region, the Republic of the Union of Myanmar, incorporated under the laws of the Republic of the Union of Myanmar represented for the purpose of this Contract by U Tin Aung Moe, Director (hereinafter referred to as the "Party B" which expression shall, unless repugnant to the context of the meaning hereof, include his legal representatives, successors and permitted assigns) of the OTHER PART.

WHEREAS

Party B recognizes the needs and requirements of Party A to have Scoping Report and ToR of Environmental Impact Assessment (EIA), Social Impact Assessment (SIA) and the formulation of Environmental Management Plan (EMP) at its LPG AS TRANSIT POINT and "Construction of pipeline jetty & storage facilities and distribution of Diesel and Gasoline for complying with the requests/ instructed by relevant authorities when applying Myanmar Investment Commission Permit/Concerned Agency (the "Authorities"), and Party B agrees to formulate such EIA, SIA and EMP with reference to existing Laws, Regulations and Guideline of the Republic of the Union of Myanmar.

NOW IT IS HEREBY AGREE AS FOLLOWS

1. Nature of Contract Party B will carry out the survey and any other works customary to and necessary for such EIA, SIA and EMP with due care (collectively, the "Services").

2. Duration for submission of the Report on EIA, SIA & EMP

2.1 The preparation or formulation of the report on Scoping Report and ToR of EIA, SIA and EMP (the "Report") shall commence by Party B on 22nd January, 2019 and shall be completed as soon as possible but not later than 6th April, 2019. However this can be change. Party A aware that Party B can extend submission date if Party A fail or delay in providing information, data, etc as well as arranging access to project area and holding Stakeholder Meeting and Public Hearing.

2.2 Party B shall submit the Report to Party A. The Report should be prepared in form and substance satisfactory to the Authorities. (2) hard copies of the Report and (1) CD-ROM shall be

provided to Party A at the end of the contract period. If such Report is not approved by the Authorities, Party B shall revise it without additional charge until the Report is approved by the Authorities. Party A must need to pay additional charges for the extra measurement or services which are not covered in the quotation attached with this contract.

3. Title Right

The title right, copy rights and all other right of whatsoever in nature in any material produced under this contract shall belong to the Party A. Party A may also request Party B to furnish to Party A any information or documents of Party B or in Party B's possession relating to the Services and this Contract without additional charge.

4. Confidentiality

Party B shall not disclose the outcome to the public or any other third party without consent of Party A. Party B shall keep in strict confidence any and all information and documents furnished by Party A to Party B (the "Confidential Information") and refrain from disclosing such Confidential Information to any third party or using such Confidential Information for purposes other than the performance of the Services herein. Party B's obligations herein shall survive the expiration or termination of this Contract.

5. Warranty and Indemnification

5.1 Without prejudice to any other terms and conditions stipulated in this Contract, Party B hereby represents and warrants that:

(i) it is qualified and permissible under applicable laws and regulations to perform the Services in accordance with this Contract; during its performance of the Services, it shall comply with all applicable laws and regulations, this Contract and its attachment (if any), and shall conform to the standards or requirements adopted in the practices of the industry or designated by Party A;

(ii) during its performance of the Services, it shall not cause any harm or damage to Party A, the personnel of Party A or any third party, or infringe upon any rights or interests of Party A, the personnel of Party A or any third party; and

(iii) it shall not outsource or subcontract the Services in whole or in part to any third party without the prior written consent from Party A, shall solely bear any costs or expenses incurred due to such outsourcing or subcontracting pursuant to this paragraph without additional charge to Party A, and shall be jointly and severally liable for any acts or omissions of such subcontractor.

5.2 Without prejudice to any other rights or remedies Party A is entitled to, Party B shall indemnify and compensate any loss, damage, cost or expense incurred by Party A arising from or in connection with (i) Party B's breach of its obligations or representations and warranties under this Contract, and/or (ii) any negligent, reckless or intentionally wrongful act or omission of Party B, including but not limited, any loss, damage, cost or expense arising from or in connection with the Services performed by Party B, (iii) any third party claim, death or bodily injury of any person, damage to the property of any person, any attorney's or proceedings fee, etc.

6. Termination

Party A may terminate this Contract without cause at any time by giving Party B fifteen days' notice in writing of its intention to do so. In the event of this Contract being terminated by Party A without cause prior to its due expiration date, Party B shall be paid for the actual amount of the contract performed on a pro rata basis. Party A may also terminate this Contract if Party B fails to cure its breach of this Contract within the time period requested by Party A upon Party A's notice of such breach.

7. Arbitration

This Contract shall be governed, construed and interpreted in accordance with the laws of the Republic of the Union of Myanmar without giving effect to its principles of conflict of laws. If an attempt to a settlement by negotiation has failed, any dispute arising out of or in connection with this Contract shall be submitted to arbitration in Myanmar. Each party shall proceed to appoint one arbitrator and the two arbitrators thus appointed shall agree on a third. Any result from this arbitration shall be binding for both parties.

8. Payment Modalities

The total amount of the contract is Myanmar Kyat 20,800,000/- The payment schedule will be as follows:

a. Advance payment

10,400,000 MMK /- upon the signing of the contract (i.e. 50% of the Contract Amount)

b. Second payment

8,320,000 MMK /- after submitting the draft report to Party A (i.e. 40% of the Contract Amount)

c. Final payment

2,080,000MMK /- after submitting the final report to Party A (i.e. 10% of the Contract Amount) Party A assumes no responsibility for national taxes payable by the Party B for payments made under this contract. No statement of earnings will be issued by Party A to Party B.

Party A must organize and bare cost required for holding Public Hearing/Stakeholder Meeting before report preparation and after completion of Report. In no event shall Party A be obligated to make any other payment that is not explicitly provided in this Contract.

The agreement for holding of Public Hearing / Stakeholder Meeting organized by as follow;

Party A	**Party B**
1) Venue (Place, chairs etc.)	1) Preparation of Environmental Assessment Presentation
2) Arrange Invitation (card or letter)	2) Formatting invitation card or invitation letter
3) Electricity supply	3) Prepare List of invitees
4) Refreshments (water, soft drink, snacks etc.)	4) Master of Ceremony (MC)
5) Transportation of Participants	5) Photo, Audio recording
6) Projector and screen, Sound system	6) Collecting the attendance list, Meeting Minutes

Party A may suspend the payment if it alleges that Party B breaches this Contract and/or is obligated to indemnify or compensate pursuant to this Contract until such breach is cured or such indemnification or compensation is made. Party A may also set off any payment payable to Party B against any Party B's obligations of compensation or indemnification alleged by Party A.

9. General Provisions

9.1 Party B shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any employment, association, partnership, joint venture, or relationship of principal and agent between the parties hereto, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

9.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of this Contract or to exercise any power agreed to hereunder will not be construed

as a waiver of any right, power or obligation under this Contract, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

9.3 If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Contract shall remain unimpaired and in full force and effect.

9.4 No modification, waiver or amendment of any term or conditions of this Contract shall be effective unless and until it shall be reduced to writing and signed by both of the parties hereto or their legal representatives.

9.5 The provisions of this Contract that by their nature and content are intended to survive the performance hereof, shall so survive the completion, expiration or termination of this Contract. Without limiting the generality of the foregoing, and in addition to Party B's obligation under Section 3, 4 and 5 of this Contract shall so survive.

9.6 This Contract constitutes the entire Contract of the parties with respect to its subject matter. There are no other Contracts either express of implied with regard to this subject matter.

9.7 The lifespan of contract shall/will be three years and the duration of documents control related with this project by Party B shall be as the lifespan of this contract.

9.8 The deliverables of Party B are to be inline with the prevailing laws/regulation on the date of submission to Party A. If newly enacted laws or regulation are needed to be amended when comments/suggestion from concerned authority, the additional charges would apply for that part.

10 Force Majeure

10.1 If either party is temporarily unable by reason of force majeure or by the law of regulations of the Republic of the Union of Myanmar to meet any of its obligations under the Contract, and if such party gives to the other party written notice of such event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.

10.2 The terms "Force Majeure" as employed herein shall mean Act of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, earthquake, storms, lightening, floods, washouts, civil disturbances, explosions, and any other similar events beyond the control of either party and which, by the exercise of due diligence, neither party is able to overcome.

IN WITNESS WHEREOF both parties hereto have hereunto set their respective hands and affixed their seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY:

for and on behalf of Party A	for and on behalf of Party B
MYO TINT ZAW GENERAL MANAGER SOUTHERN MYANMAR DEVELOPMENT CO., LTD.	Tin Aung Moe Director E guard Environmental Services
Witness	Witness
Aung Myat Tin	Aye Ngein Ngein Khine

No. (11), Airport Avenue Road, (လေဆိပ်ရိပ်သာလမ်း)
Aangon Airport Road, Saw Bwar Gyi Gone Quarter,
Insein Twnship, Yangon 11011, Myanmar.
Tel: (95) 1 666512 Fax: (95) 19667757
H.P (95) 9 44801676

သို့

ဉက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်။ ။ ၁၃/EGuard/2019
ရက်စွဲ ။ ။၂၀၁၉ ခုနှစ်၊ ဇန်နဝါရီလ (၂၅) ရက်၊

အကြောင်းအရာ ။ ။ **လုပ်ငန်းစတင်ဆောင်ရွက်နေပြီဖြစ်ကြောင်း တင်ပြခြင်း၊**

၁။ Southern Myanmar Development Co., Ltd နှင့် E Guard Environmental Services Co., Ltd. တို့ ၂၀၁၉ ခုနှစ်၊ ဇန်နဝါရီလ၊ (၂၅) ရက်နေ့တွင် Construction of Pipe Line Jetty & Storage facilities and distribution of Diesel and Gasoline စီမံကိန်းနှင့် ဖက်စပ်နိုင်ငံသားရင်းနှီးမြှုပ်နှံမှုဖြင့် အကောင်အထည်ဖော် ဆောင်ရွက်လျက်ရှိသော ပိုက်လိုင်းဆီတင်ချဆိပ်ကမ်းနှင့် သိုလှောင်ကန် တည်ဆောက်ပြီး ဓာတ်ဆီ၊ ဒီဇယ်တင်သွင်းခြင်း၊ သိုလှောင်ခြင်း၊ ဖြန့်ဖြူးခြင်းနှင့် ရောင်းချခြင်းလုပ်ငန်းနှင့် Floating Storage Unit for Storage of LPG as Transit Point စီမံကိန်းတို့အတွက်လိုအပ်သော ပတ်ဝန်းကျင်ထိခိုက်မှု ဆန်းစစ်ခြင်းလုပ်ငန်းအတွက် (Environmental Impact Assessment-EIA)၊ နယ်ပယ်အတိုင်းအတာ သက်မှတ်ခြင်း အစီရင်ခံစာ (Scoping Report) နှင့် ဆောင်ရွက်မည့်လုပ်ငန်း တာဝန်များ သတ်မှတ်ခြင်းအတွက် (ToR) များပြင်ဆင်ဆောင်ရွက်ရေး သဘောတူ စာချုပ်ချုပ်ဆိုခဲ့ကြပါသည်။

၂။ ဆန်းစစ်ခြင်းလုပ်ငန်းများအား စတင်ဆောင်ရွက်နေပြီဖြစ်ကြောင်း တင်ပြအပ်ပါသည်။ လုပ်ဆောင်မည့် ဆန်းစစ်ခြင်းများမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်။

Scope of work

According to Environmental Impact Assessment (EIA) Procedure (2015), paragraph (51), the Project Proponent will prepare a Scoping Report either in the Myanmar language, or in the English language with an accompanying, accurate summary in the Myanmar language, with the following content:

a) Executive Summary
b) Context of the Project
c) Overview of the Policy, Legal and Institutional Framework
d) Project Description and Alternatives
e) Description of the Environment together with maps in proper scale indicating all relevant features, images, aerial photos and satellite images
f) Key Potential Environmental Impacts and Mitigation Measures
g) Public Consultation and Disclosure
h) Conclusions and Recommendations

No. (11), Airport Avenue Road, (လေဆိပ်ရိပ်သာလမ်း)
Aangon Airport Road, Saw Bwar Gyi Gone Quarter,
Insein Twnship, Yangon 11011, Myanmar.
Tel: (95) 1 666512 Fax: (95) 19667757
H.P (95) 9 44801676

According to paragraph (52), based on the Scoping, the Project Proponent will prepare the ToR for the EIA investigations in accordance with applicable guidelines issued or adopted by the Ministry.
In accordance with paragraph (53), the Project Proponent will submit the completed Scoping Report and ToR to the Environmental Conservation Department (ECD) for review and approval.

In conformity with paragraph (54), within fifteen (15) working days of receiving the complete Scoping Report and ToR, ECD, in accordance with Ministry guidance, shall either,

a) approve the Scoping Report and ToR with or without conditions, or
b) require the Project Proponent to revise the Scoping Report and/or ToR in accordance with comments of the Department

လေးစားစွာဖြင့်

Tin Aung Moe
Director
E guard Environmental Services

REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATURAL RESOURCES AND ENVIRONMENTAL CONSERVATION
ENVIRONMENTAL CONSERVATION DEPARTMENT

SUBMISSION FORM OF SELECTED CONSULTANTS FOR ENVIRONMENTAL IMPACT ASSESSMENT

This is the official submission form of selected consultants for Environmental Impact Assessment under *Environmental Impact Assessment Procedure Notification No.616/2015*. This form shall be completed in its entirety and submitted to the Environmental Conservation Department, Ministry of Natural Resources and Environmental Conservation, along with all required information.

Project Proponent Information

Proponent Name: U Myo Tint Zaw

Company Registration Numberby DICA (if any): 101448770 (22/11/2019)

Contact name of Proponent: U Aung Myat Tin

Proponent's address for correspondence: NO.42, Hlaing Yadanar Mon Housing, lane 4, Hlaing Township, Yangon.

Telephone (fixed/mobile): 09-424222250 Fax:

Email address: aung21.myat@gmail.com

Project Information

Project Title: Construction of pipeline, jetty and storage and distribution of Diesel and Gasoline / FSU for storage of LPG as Transit Point

Project Location (Address): Kalegauk Island, Mon State / Ye Township, Mon State

Members of EIA preparation

Team Leader of the team

Name (Sur name, Given name)	Registration / License No. by ECD	Organization	Contact details	Area of expertise
U Saw Win	0000068	EGuard	NO.11, Airport Avenue Road, Saw Bwar Gyi Quarter, Insein	Risk Assessment and Hazard Management

Member of the team (except the team leader)

Name (Sur name, Given name)	Registration / License No. by ECD (if registered)	Organization	Contact details	Area of expertise
U Kaung Htet Swan	-	EG	same as above	Environmental Engg.
Daw Htet Shwe Sin Aung	-	EG	same as above	Biodiversity
U Htet Aung	-	EG	same as above	Petroleum Geology
Mai Thian Rem Mawi	-	EG	same as above	Civil Engg.
Daw Nwey Phyu Pyar Oo	-	EG	same as above	chemical Engg.
U Si Lwin Soe	-	EG	same as above	Forestry and Env.
Daw May Thu Win	-	EG	same as above	Law and legislation

Signature (Representative of the project proponent)

Signature: ______________________ Date of submission: (dd/mm/yyyy) ____________

Name: ______________________

FOR OFFICE USE ONLY

Date received: Project Identification Number:

Recorded by:

Additional comments, notes or recommendations (attached if necessary):

အကြောင်းအရာ။ ။ SMD ကုမ္ပဏီ၏ LPG သိုလှောင်ဖြန့်ဖြူးမည့် လုပ်ငန်းဆောင်ရွက်မှုအပေါ် ဒေသခံများ၏သုံးသပ်ချက်။

ကုလားကုတ်ကျွန်းအနီးလမိုင်းဒေသဘက်တွင် တည်ဆောက်မည့် SMD ကုမ္ပဏီ၏ သဘာဝဓာတ်ငွေ့ရည်နှင့် ဒီဇယ်ဆီလှောင်ကန်များတည်ဆောက်ခြင်း၊ သင်္ဘောများဆိုက်ကပ်မည့်ဆိပ်ခံတံတား တည်ဆောက်ရေးစီမံကိန်းများနှင့် ပတ်သက်၍ ဒေသခံကျေးရွာနေပြည်သူများအနေနှင့် သိရှိနားလည်ပြီးဖြစ်ပါကြောင်း၊ အဆိုပါစီမံကိန်းတည်ဆောက်ပြီးပါက ဒေသနေပြည်သူများ ဆီဈေးသက်သာစွာဖြင့် ဝယ်ယူအသုံးပြုသွားနိုင်မည်ဖြစ်ကြောင်း၊ စီမံကိန်းတည်ဆောက်ခြင်းကြောင့် ဒေသနေပြည်သူများအတွက် အလုပ်အကိုင်အခွင့်အလမ်းသစ်များ ရရှိလာမည်ဖြစ်ကြောင်း သိရှိကြပါသည်၊

SMD ကုမ္ပဏီဘက်မှလည်း ယခုအခါတွင် လျှပ်စစ်ဓာတ်အားဖြန့်ဖြူးရေးစနစ်ကို ဒေသနေပြည်သူများအတွက် တည်ဆောက်ထားပြီးဖြစ်ပါသည်။ ကျေးရွာချင်းဆက်လမ်းများအားပြုပြင်တည်ဆောက်ခြင်း၊ ဒေသတွင်းဖွံ့ဖြိုးရေးလုပ်ငန်းများကို ဆောင်ရွက်ခြင်း စသည်တို့အား ဆောင်ရွက်နေကြောင်း တွေ့ရှိရပါသည်။ ဆက်လက်ဆောက်ရွက်သွားမည့်စီမံကိန်းကိုလည်း သဘာဝပတ်ဝန်းကျင်း ထိခိုက်မှုမရှိအောင် ဆောင်ရွက်သွားနိုင်မည်ဟု ယုံကြည်ကြသည်ဖြစ်၍ ဒေသခံကျေးရွာလူထုကိုယ်စား စီမံကိန်းဆောင်ရွက်မှုအား ကန့်ကွက်ရန်မရှိကြောင်းနှင့် အပြည့်အဝ သဘောတူ ထောက်ခံပါကြောင်း လက်မှတ်ရေးထိုး တင်ပြအပ်ပါသည်။

ဦးဝင်းကြည်
ကျေးရွာအုပ်စုအုပ်ချုပ်ရေးမှူး
အနန်းကျေးရွာအုပ်စု
သံဖြူဇရပ်မြို့နယ်
ကျေးရွာအုပ်ချုပ်ရေးမှူး(အနန်း)

အကြောင်းအရာ။ ။ SMD ကုမ္ပဏီ၏ LPG သိုလှောင်ဖြန့်ဖြူးမည့် လုပ်ငန်းဆောင်ရွက်မှုအပေါ် ဒေသခံများ၏သုံးသပ်ချက်။

SMD ကုမ္ပဏီမှရင်းနှီးမြှုပ်နှံတည်ဆောက်မည့် ကုလားကုတ်ကျွန်းဒေသအနီးရှိ သဘောဝဓာတ်ငွေ့ရည် သိုလှောင်ဖြန့်ဖြူးရေးကန်များ သင်္ဘောဆိုက်ကပ်မည့်ဆိပ်ခံတံတားများ စသည့်လုပ်ငန်းများနှင့်ပတ်သက်သည်များကို နှစ်ကရင်ကျေးရွာနေ ဒေသခံများအား ရှင်းလင်းပြောကြားခဲ့ပြီး ဒေသခံများအနေဖြင့်လည်း တိုးတက်ဖွံ့ဖြိုးရေးလုပ်ငန်းများ တည်ဆောက်အကောင်အထည်ဖော်နိုင်ပါက ရရှိလာမည့်အကျိုးကျေးဇူးများဖြစ်သည့် အလုပ်အကိုင်အခွင့်အလမ်းရရှိခြင်း၊ လူမှုစီးပွားတိုးတက်ရေးအတွက် ကြီးစွာသောအထောက်အကူရရှိခြင်း၊ ကုမ္ပဏီ၏ဒေသတွင်း ဆောင်ရွက်လျှက်ရှိသည့် လျှပ်စစ်ဓာတ်အားဖြန့်ဖြူးပေးခြင်း လမ်းများပြုပြင်တည်ဆောက်ပေးခြင်း စသည်တို့ကို တိုက်ရိုက်အကျိုးခံစားနိုင်ကြသဖြင့် ကန့်ကွက်ရန်မရှိကြောင်း ထောက်ခံတင်ပြအပ်ပါသည်။

အဆိုပါကုမ္ပဏီမှ လက်ရှိဆောင်ရွက်ပြီးစီးခဲ့သော ဒေသတွင်းကျေးရွာများအတွက် လျှပ်စစ်မီးဖြန့်ဖြူးသည့်စနစ်အား သဘာဝပတ်ဝန်းကျင် ထိခိုက်မှုမရှိအောင်ဆောင်ရွက်နိုင်ခဲ့ကြောင်း တွေ့ရှိရပြီး၊ ဆက်လက်ဆောင်ရွက်မည့်စီမံကိန်းကိုလည်း ထိုနည်းတူစွာ ဆောင်ရွက်သွားနိုင်မည်ဟု ယုံကြည်သည့်အတွက် နှစ်ကရင်ကျေးရွာခံများကိုယ်စား လက်မှတ်ရေးထိုး ထောက်ခံအပ်ပါသည်။

ဦးသန်းနိုင်

ကျေးရွာအုပ်စုအုပ်ချုပ်ရေးမှူး

ကျေးရွာအုပ်စုအုပ်ချုပ်ရေးမှူးရုံး

ကျေးရွာအုပ်ချုပ်ရေးမှူး(နှစ်ကရင်)

အကြောင်းအရာ။ ။ SMD ကုမ္ပဏီ၏ LPG သိုလှောင်ဖြန့်ဖြူးမည့် လုပ်ငန်းဆောင်ရွက်မှုအပေါ် ဒေသခံများ၏သုံးသပ်ချက်။

ကုမ္ပဏီမှ ရင်းနှီးမြှုပ်နှံတည်ဆောက်သွားမည့် လုပ်ငန်းသုံး၊အိမ်သုံး လောင်စာဓာတ်ငွေ့အရည် သိုလှောင်ကန်များ တည်ဆောက်ခြင်း၊၎င်းတင်ဆောင်မည့် သင်္ဘောကြီးများရပ်နားဆိုက်ကပ်မည့်ဆိပ်ခံတံတားတည်ဆောက်ခြင်း၊ လုပ်ငန်းများကို ဒေသနေပြည်သူများမှ သိရှိကြပြီး ကန့်ကွက်ရန်မရှိကြောင်း သပြေရွာသစ်နေ ကျေးရွာခံများကိုယ်စား ထောက်ခံအပ်ပါသည်။

အဆိုပါ SMD ကုမ္ပဏီသည် ယခုခါတွင် ဒေသတွင်းရှိကျေးရွာများအတွက် (၂၄)နာရီ လျှပ်စစ်ဓာတ်အားရရှိအောင် ဆောင်ရွက်ပေးထားပြီးဖြစ်ပါသည်။ ဒေသတွင်းရှိလမ်းများကိုလည်း ပြုပြင်တည်ဆောက်ပေးနေပါသည်။ ဒေသဖွံ့ဖြိုးရေးလုပ်ငန်းများကို အားကျိုးမာန်တက်ဆောင်ရွက်ပေးနေကြောင်း တွေ့ရပါသည်။ ၎င်းတို့ဆောင်ရွက်နေသောလုပ်ငန်းများသည် ဒေသနေပြည်သူ၏ အကျိုးစီးပွားတိုးတက်မှုကို အထောက်အကူပြုကြောင်းတွေ့ရပြီး၊ ဒေသတွင်း သဘာဝပတ်ဝန်းကျင်အား ထိခိုက်မှုမရှိအောင် စီမံဆောင်ရွက်ထားကြောင်း လေ့လာသိရှိကြပါသည်။ သို့ဖြစ်ပါ၍ ဆက်လက်ဆောင်ရွက်မည့် စီမံကိန်းအား ကန့်ကွက်ရန် မရှိပါကြောင်း လက်မှတ်ရေးထိုး တင်ပြအပ်ပါသည်။

ဦးကျော်သိန်း

ကျေးရွာအုပ်ချုပ်ရေးမှူး(သပြေရွာသစ်)

အကြောင်းအရာ။ ။ SMD ကုမ္ပဏီ၏ LPG သိုလှောင်ဖြန့်ဖြူးမည့် လုပ်ငန်းဆောင်ရွက်မှုအပေါ် ဒေသခံများ၏သုံးသပ်ချက်

ကုမ္ပဏီမှ ရင်းနှီးမြှုပ်နှံတည်ဆောက်သွားမည့် လုပ်ငန်းသုံးအိမ်သုံး လောင်စာဓာတ်ငွေ့ရည် သိုလှောင်ကန်များ တည်ဆောက်ခြင်း၊ ၎င်းတင်ဆောင်မည့် သင်္ဘောကြီးများ ရပ်နားဆိုက်ကပ်မည့် ဆိပ်ခံတံတား တည်ဆောက်ခြင်း လုပ်ငန်းများကို ဒေသနေပြည်သူများမှ သိရှိကြပြီး ကန့်ကွက်ရန် မရှိကြောင်း ကုလားကုတ်နေ ကျေးရွာခံများ ကိုယ်စား ထောက်ခံအပ်ပါသည်။

အဆိုပါ SMD ကုမ္ပဏီသည် ယခုအခါတွင် ဒေသအတွင်းရှိကျေးရွာများအတွက် (၂၄) နာရီ လျှပ်စစ်ဓာတ်အားရရှိအောင် ဆောင်ရွက်ထားပေးပြီးဖြစ်ပါသည်။ ဒေသအတွင်းရှိလမ်းများကိုလည်း ပြုပြင်တည်ဆောက်ပေးနေပါသည်။ ဒေသဖွံ့ဖြိုးရေးလုပ်ငန်းများကို အားကျိုးမာန်တက် ဆောင်ရွက် ပေးနေကြောင်း တွေ့ရပါသည်။ ၎င်းတို့ဆောင်ရွက်နေသော လုပ်ငန်းများသည် ဒေသနေပြည်သူ၏ အကျိုးစီးပွား တိုးတက်မှုကို အထောက်အကူပြုကြောင်းတွေ့ရပြီး ဒေသအတွင်း သဘာဝပတ်ဝန်းကျင်အား ထိခိုက်မှု မရှိအောင် စီမံဆောင်ရွက်ထားကြောင်း လေ့လာ သိရှိကြပါသည်။ သို့ဖြစ်ပါ၍ ဆက်လက် ဆောင်ရွက်မည့် စီမံကိန်းအား ကန့်ကွက်ရန် မရှိပါကြောင်း လက်မှတ်ရေးထိုး တင်ပြအပ်ပါသည်။

ဦးသောင်းစိန်
ကျေးရွာအုပ်စုအုပ်ချုပ်ရေးမှူး
[illegible]
ကုလားကုတ်ကျေးရွာအုပ်စု ရေးမြို့နယ်

လေဘေးဒဏ်ကြောင့်ပျက်စီးမှုများအား ပြန်လည်ပြင်ဆင်ဆောင်ရွက်သွားမည့် အခြေအနေနှင့်ပတ်သက်၍ ပြည်နယ်ဝန်ကြီးချုပ်၏ဦးဆောင်လမ်းညွှန်မှုဖြင့်ဆက်လက်ဆောင်ရွက်သွားမည့်ကိစ္စရပ်များအား အရပ်ဖက်လူမှုအဖွဲ့အစည်းများနှင့်ဆွေးနွေးတိုင်ပင်ဆောင်ရွက်ခြင်း





လေဘေးဒဏ်ကြောင့်ကျေးရွာအတွင်းပျက်စီးသွားသောအခြေအနေများအားသွားရောက်ကြည့်ရှုသည့်မှတ်တမ်းဓာတ်ပုံများ





လေဘေးဒဏ်ကြောင့်ကျေးရွာအတွင်းပျက်စီးသွားသောအခြေအနေများအားသွားရောက်ကြည့်ရှုသည့်မှတ်တမ်းဓာတ်ပုံများ





၁၇.၁.၂၀၁၉ ရက်နေ့ မွန်ပြည်နယ်၊ရေးမြို့နယ်၊ကုလားကုတ်ကျွန်းကျေးရွာအုပ်စု အောက်ဆိပ်ကျေးရွာ တွင် လေဘေးသင့်ဒေသခံများသို့ Southern Myanmar Development Co.,Ltd.၏ လူမှုစီးပွားဖွံ့ဖြိုးတိုးတက်ရေးအတွက် ထောက်ပံ့ကူညီမှုဆောင်ရွက်နေသည့် မှတ်တမ်းဓာတ်ပုံများ





SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ။ ။ 042 / SMD / MIC (2018-2019)
ရက်စွဲ ။ ။၂၀၁၉ခုနှစ်၊ ဇန်နဝါရီလ ( )ရက်

အကြောင်းအရာ။ ။ **သဘောထားမှတ်ချက်ပါ ညွှန်ကြားချက်များအား လိုက်နာဆောင်ရွက်ပါမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုခြင်း**

ရည်ညွှန်းချက် ။ ။ **မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၂၀၁၉ခုနှစ်၊ ဇန်နဝါရီလ(၁၆)ရက်နေ့ ရက်စွဲပါ စာအမှတ် - မရက-၅(လ)/ခ-၀၁၉/၂၀၁၉(၀၁၈)**

အထက်ပါအကြောင်းအရာနှင့်ပတ်သက်၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် မှတဆင့် စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်အကြောင်းပြန်ကြားခြင်း ကိစ္စနှင့် ပတ်သက်၍ ဝန်ကြီးဌာနမှ ညွှန်ကြားထားသောစာအပိုဒ်(င)ပါ ပင်လယ်တွင်းနှင့်ဇီဝမျိုးစုံအရင်းအမြစ်များ လုံခြုံမှုဆိုင်ရာကိစ္စရပ်များအတွက် သယံဇာတနှင့်သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်ပတ်သက်သော သဘာဝ ပတ်ဝန်းကျင်လေ့လာစမ်းစစ်ခြင်းနှင့် လူမှုဘဝလေ့လာစမ်းစစ်ခြင်းလုပ်ငန်းများအား E Guard Environmental Service နှင့်ပူးပေါင်းကာဆောင်ရွက်လျှက်ရှိပါကြောင်းနှင့် ကျန်သဘောထားမှတ်ချက်ပါ ညွှန်ကြားထားသည့် လုပ်ငန်းများအား လိုက်နာ၍ဆက်လက်ဆောင်ရွက်သွားမည်ဖြစ်ပါကြောင်း ဝန်ခံကတိပြုပါသည်။

လေးစားစွာဖြင့်

U SEIN WAN
CHAIRMAN
SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

မိတ္တူကို
- ရုံးလက်ခံ

SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ။ ။ 043 / SMD / MIC (2018-2019)
ရက်စွဲ ။ ။၂၀၁၉ခုနှစ်၊ ဇန်နဝါရီလ ( )ရက်

အကြောင်းအရာ။ ။ **ဝန်ခံကတိပြုခြင်း**

ရည်ညွှန်းချက် ။ ။ **မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၂၀၁၈ခုနှစ်၊ ဒီဇင်ဘာလ(၂၄)ရက်နေ့ ရက်စွဲပါ စာအမှတ် - မရက-၅(စ)/ခ-၀၁၉/၂၀၁၈(၄၅၂)**

အထက်ပါအကြောင်းအရာနှင့်ပတ်သက်၍ ၂၀၁၈ခုနှစ်၊ ဒီဇင်ဘာလ (၁၇)ရက်နေ့တွင် ကျင်းပခဲ့သော မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ (၄၀/၂၀၁၈) ပါအစည်းအဝေး ဆုံးဖြတ်ချက်အရ ကျွန်တော်များ Southern Myanmar Development Co.,Ltd. အနေဖြင့် သင်္ဘောဆိုက်ကပ်ထားရှိမှုအစီအစဉ်၊ အဆိုပြုလုပ်ငန်းအား သက်ဆိုင်ရာဌာနများနှင့်ညှိနှိုင်းထားသည့် Business Plan နှင့် လုပ်ငန်းအမျိုးအစား၊ Floating Storage Unit ၏လုံခြုံရေးကိစ္စ၊ အာမခံထားရှိမှုနှင့် အရေးပေါ်အခြေအနေတွင် ဆောင်ရွက်ထားရှိမည့်အစီအစဉ်စသည့်ကိစ္စရပ်များနှင့်ပတ်သက်၍ အောက်ပါအစီအစဉ်များဖြင့် ဆောင်ရွက်လျှက်ရှိသည်။

(၁) STS Operations Plan (MING LONG)

(၂) Emergency Response Manual

(၃) Bernhard Schulte Ship management စသည့် Guide Line များဖြင့်လည်းကောင်း၊ သက်ဆိုင်ရာဌာနများ၏လမ်းညွှန်မှုများဖြင့် ဆက်လက်ဆောင်ရွက်သွားမည်ဖြစ်ပါကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လေးစားစွာဖြင့်

U SEIN WAN
CHAIRMAN
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STS OPERATIONS
PLAN

MING LONG

IMO 9006679

According to latest OCIMF/SIGTTO/CDI/ICS 2013 edition

Prepared by ONLINESTS.NET

www.onlinests.net

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Definition of an emergency

An emergency is any continuing situation that endangers:

- Persons
- Ship
- Cargo
- Other ships
- Environment

Priorities are:

1) Safety of life
2) Safety of the ship
3) Protection of the environment and the cargo

All other considerations are secondary to these.

Responsibilities

The muster list specifies the duties and responsibilities for emergency responses. Post muster lists prominently in the wheelhouse, passageways, common mess room and engine control room.

Emergency alarms

The signal for general emergency alarm is seven or more short blasts followed by a long blast. Sound the alarm with the ship's whistle and general alarm system.

The alarm sounded by the automatic fire detection system or the push buttons is usually continuous or intermittent ringing of the ship's bells.

Drug and alcohol testing requirements

Test all crew including the Master for alcohol within 2 hours of the incident.

The company provides alcohol breathalysers to all ships for post incident alcohol testing. Test tubes such as Dräger tubes are not permissible.

Requirements for incidents in US waters

The USCG requires drug and alcohol tests within 32 hours of an incident. USCG-approved laboratories normally conduct urine tests.

> ***Caution:*** *Ships trading in the US must carry sufficient urine-sampling kits. Company-approved laboratories provide the test kits and analysis.*

If the testing company cannot physically reach the ship within 2 hours of the incident, the Master must test the crew for alcohol and collect urine samples.

Contact and co-operation with authorities

Local authorities have the right to take action if the ship is involved in a maritime emergency within their territorial waters. It is the company's policy to cooperate fully with authorities.

Comply with instructions given by the authorities. Request support from the Emergency Response Team (ERT).

The ERT will notify the P&I Club but the Master may contact the local representatives of the Club with the consent of the ERT. The P&I Club list of correspondents is available on board. The P&I Club will always support the Master.

Communication with the media

An incident may attract media attention. This can hinder effective emergency response. Media attention influences the reputation of the ship, crew and company. It is important that the media is dealt with professionally.

Refer requests from the media for information to the ERT. The ERT will provide guidance to the Master.

If the Master is unable to avoid issuing a statement prior receiving specific instructions from the ERT, he must restrict himself to the following 'holding statement':

"Bernhard Schulte Shipmanagement has activated an emergency response team (ERT) and they are continuously assessing and analysing the situation. The cause of the incident is not known for the time being, but the incident is under investigation. New information will be released as soon as the relevant elements are available and fully checked. The emergency response team may be contacted through [respective ERT contact telephone number] for any further information."

Social media

The Company recognises that the crew may wish to use social media such as Facebook, Twitter, YouTube, Sina Weibo etc. in their personal life. The company does not limit crew online activities.

However, consider the potential for damage to the Company when using social media. Do not post any information, opinions or conclusions about the incident.

The crew may use social media to inform family and friends about their well-being.

Planning and preparedness

Familiarisation

Familiarise all on-signers with the contents of this manual within 14 days. This is the Safety Officer's responsibility.

Drills and exercises

Conduct drills in accordance with the company's drill plan. The Regulatory Compliance Centre (RCC) issues the drill plan each December for the next calendar year.

Maintain records of each drill in the deck and engine logbook. Update the Videotel records for all crew.

Operational restraints may result in drill postponement. Record the reason for delayed drills in the deck logbook. Conduct the drill at the first opportunity.

Use the response cases from the Shipboard Emergency Response Manual to develop drill scenarios. The scenarios must involve all crew and must reflect real emergencies.

Consider the following when planning:

- Use of relevant emergency checklists
- Use of initial notification format
- Use of safety equipment and appliances - train crew members in the use of various FFE and LSA such as lifeboat engines, emergency fire pump, emergency generator, resuscitator, BA sets, etc.
- Combination of different scenarios - for example, explosion with man overboard and abandon ship scenarios
- Hazardous cargo and material - apply guidance from MSDS and IMDG Code
- Use a dummy to simulate a casualty
- Alternate roles - for example, junior officers taking over the role of senior officers, galley staff that of fire fighters
- Emergency communication - walkie-talkie use under pressure, accuracy in reporting
- Timing - create pressure with a tight time line
- Complications - add obstacles such as locked doors, missing or defective equipment

Drills that consist of a crew muster only are not acceptable, as they serve no training purpose and de-motivate the crew.

Conduct post-drill analysis with all crew to highlight good performance and shortcomings.

Ship / shore drills

Conduct regular ship / shore communication drills as scheduled in the drill plan. Use the initial notification checklist for each drill to practise ship / shore emergency communication. Contact the office using the emergency contact phone number.

The person in the office receiving the call must confirm the drill to the ship in writing.

Emergency communication

Initial notification to shore office

Make initial notification via phone. Call the emergency phone number immediately. For an initial notification, not all information may be available but the call will alert the ERT. Never delay the call.

The office provides the emergency contact details. Post details in the following locations:

- Bridge
- Engine Control Room
- Cargo Control Room
- Safety Notice Board
- Mess rooms
- Day rooms

After the initial phone notification, follow up with written reports.

Follow up report

Use the emergency reporting formats to report to the ERT. Send reports via email. If the email system fails, send the report by any other means such as telex or fax.

Update and send the reports as the situation develops.

Salvage operations

When salvage assistance is required, make every attempt to agree on "Lloyd's Standard Form of Salvage Agreement - No Cure, No Pay" (LOF). A copy of the LOF is included in QDMS Supplementary documents S1.

Attempt to contact shore staff before signing the LOF. Ideally, office and salvors conduct negotiations directly. However if life, the ship, the environment or the cargo are in danger by a delay, the Master must make his decision based on his assessment of the situation.

The Master has complete authority to engage assistance on the best terms available where he considers this necessary.

Never sign any blank contract or service form. Make sure content is correct and complete.

If the salvor attempts to amend the conditions of the LOF, the Master may sign the document but must issue a Letter of Protest.

LOF should clearly state if a towing or salvage service is agreed. Avoid the salvage service if possible.

Verbal acceptance of a salvage agreement is also binding. If the Master requests tugs to be standing by, the salvor will claim payment, even if not used.

In a salvage situation, the Master must always bear in mind that the salvors may not be experts in the handling of cargo or adequately familiar with the ship. Therefore, if there is any doubt as to the suggested action by the salvors, the Master must not hesitate to challenge the advice given.

Assistance from outside resources does not affect the authority of the Master. He remains in command of the ship and has the overriding authority and responsibility to take decisions with respect to safety and pollution prevention.

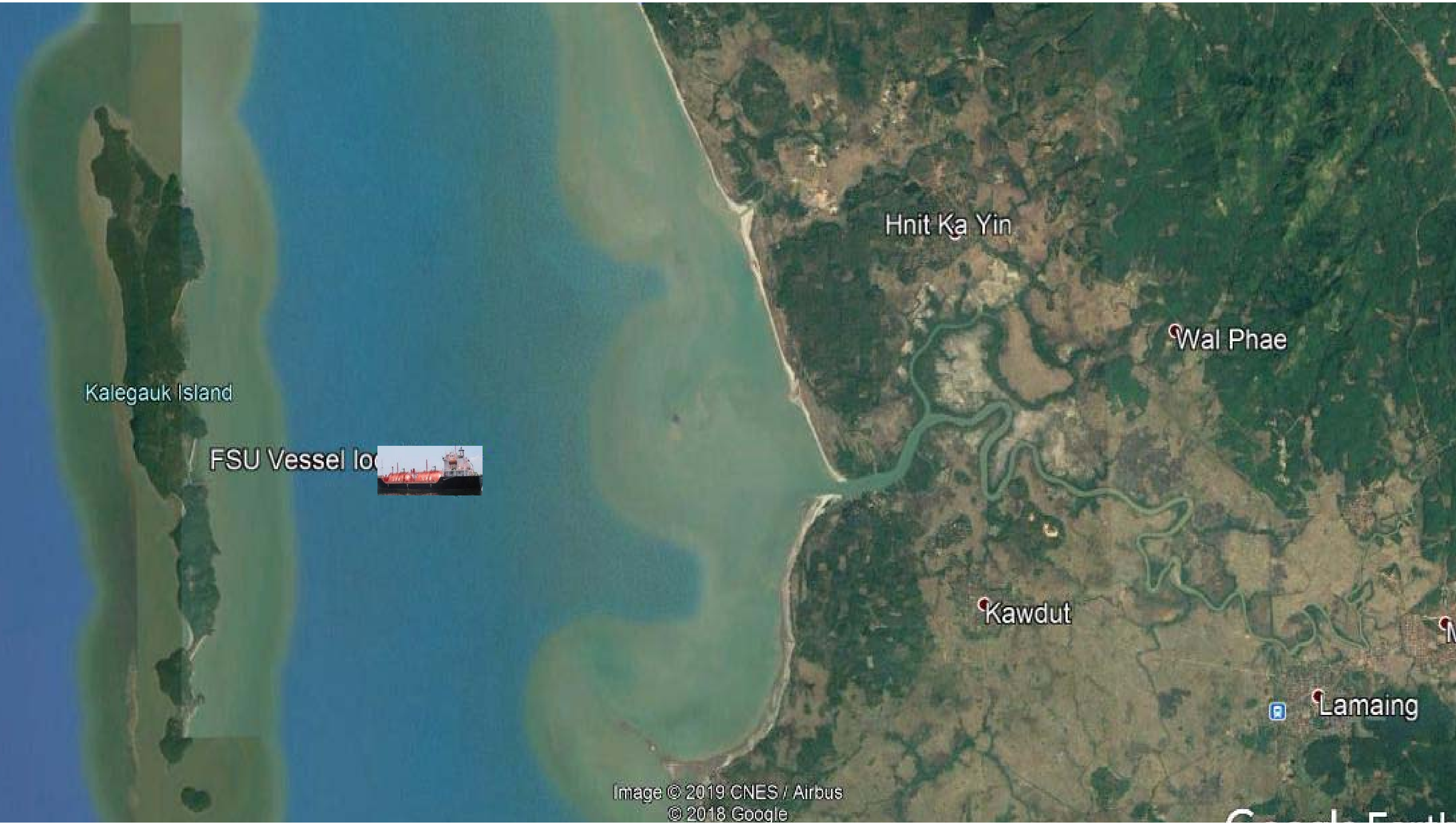
Keep detailed records, as this will support the legal proceedings.

The salvor may include the SCOPIC clause in the LOF. This will compensate the salvor even if the operation is not successful. Attempt to exclude the SCOPIC clause from LOF. A copy of SCOPIC clause is included in this appendix.

Emergency reporting formats

Use the below listed forms for reporting:

ERM 50 General Response Questionnaire
ERM 51 Oil Pollution – Cargo and Bunkering Operations Questionnaire
ERM 52 Oil Pollution – Hull Leakage Questionnaire
ERM 53 Collision Questionnaire
ERM 54 Grounding / Stranding Questionnaire
ERM 55 Flooding Questionnaire
ERM 56 Fire Questionnaire
ERM 57 Emergency Towing / Salvage Questionnaire
ERM 58 Abandon Ship Questionnaire
ERM 59 Structural Damage Questionnaire


Hnit Ka Yin
Wal Phae
Kalegauk Island
FSU Vessel lo
Kawdut
Lamaing
Image © 2019 CNES / Airbus
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SHIP TO SHIP TRANSFERS

Kalegauk Area

(Myanmar coast)

15°32’N, 097°41E



Study on

Procedures

Risk Assessment

Emergencies and contingencies

Contents

Brief Introduction

STS Transfer of liquid cargoes in port and at sea is common practices around the world. Oil transfer is under requirement of MARPOL/Annex I/Chapter 8. STS (including LPG & LNG) transfer operations require due diligence.

Company procedure and STS Plan developed to ensure safer operation although not mandatory by the industry. For this reason BSM Singapore prepared an STS Plan for the LPG DE HUA. OCIMF Transfer guide taken into consideration.

Suitable equipment properly maintained and weather assessment done for safer STS Operations.

The company has extensive experiences on STS operations and policies are developed on the experiences.

Ship-to-ship transfer operations can take place at open sea, OPL or at times within harbour limits. The involved parties are the 2 participating vessels and the Service Provider who provides the STS equipment and the qualified Mooring Master (Person in Overall Advisory Control, POAC). There is no direct contractual relationship among those parties and both Masters are responsible for ensuring safety.

Thus, prudent exercise of due diligence prior commencement of the STS Operation is the only way that will allow the Masters in ensuring safety.

Choosing an STS area

STS Transfer area should be specially selected for safe operation, in co-ordination with appropriate authorities. Following are considered for selection of transfer area:

- Notify and obtain agreement from coastal authority.
- Sheltered area from sea and swell.
- Tidal stream and/or current in the area.
- Safe distance from offshore installation.
- Sea room and water depth for maneuvering during berthing/unberthing.
- Location of underwater pipelines, cables, artificial reefs or historic sites.
- Selection of safe anchorage with good holding ground.
- Distance from shore logistic support.
- Security concern in the area.

For all STS operations the Master has overriding authority and responsibility and has the final say for the operation. Always taking into account the prevailing weather conditions prior to, and during the operation. A detailed Risk Assessment prior to the operation takes place and ensures the same is dynamic, constantly reviewed with change in parameters and conditions.

Always ensure the operations are conducted in line with the OCIMF STS Transfer Guide

Always assess the area considered for the operation, for adequate manoeuvring room, anchor holding ground, traffic density, also taking into account the possibility of deteriorating weather and its effect on the operation

STS Locations with focus at Kalegauk Area

Kalegauk location is ideal for LPG STS operations at anchor due to sheltered weather conditions, protected from swell and currents.

The mother vessel will be anchored in this area. Maneuvering vessels will be smaller vessels, will come alongside the mother vessel for STS operation. The operation will be conducted at anchorage. Considering the size and required maneuvering area, this place deems suitable for the operation. The width of navigable water here is minimum 3.1 n miles, which is adequate for maneuvering of small vessels.

We have developed emergencies and contingencies and addresses all aspects considering potential hazards. We have also contractual agreement with experienced and renowned STS Service provider for arranging STS and providing local supports in this area. Experienced pilots and mooring masters will be conducting the STS maneuvers. There will be assisting tug boat available for STS maneuvers and assisting vessels in case of any emergencies.



Fig-1: Proposed STS Location (Kalegauk)



Fig-2: Proposed Kalegauk area for STS

Operation Procedures

BSM has required procedures, practices of due diligences and past experiences to carry out STS operation safely at sea and at port.

Office Supports:

- Established policies, procedures and STS Plan.
- Issue clearance for the participating vessels after assessing statutory and class compliance, examining the past records and compatibility check.
- Provide technical assistance and risk related information to master prior STS operation.
- Conduct POAC evaluation.
- Conduct Service provider evaluation.
- Maintain Record Keeping.



Figure 3: Tug boat assistance during STS maneuvers

STS Screening Procedures

All proposed vessels for STS operation are assessed for suitability and consideration of any additional control measures if required. Following is a table showing STS screening procedures:

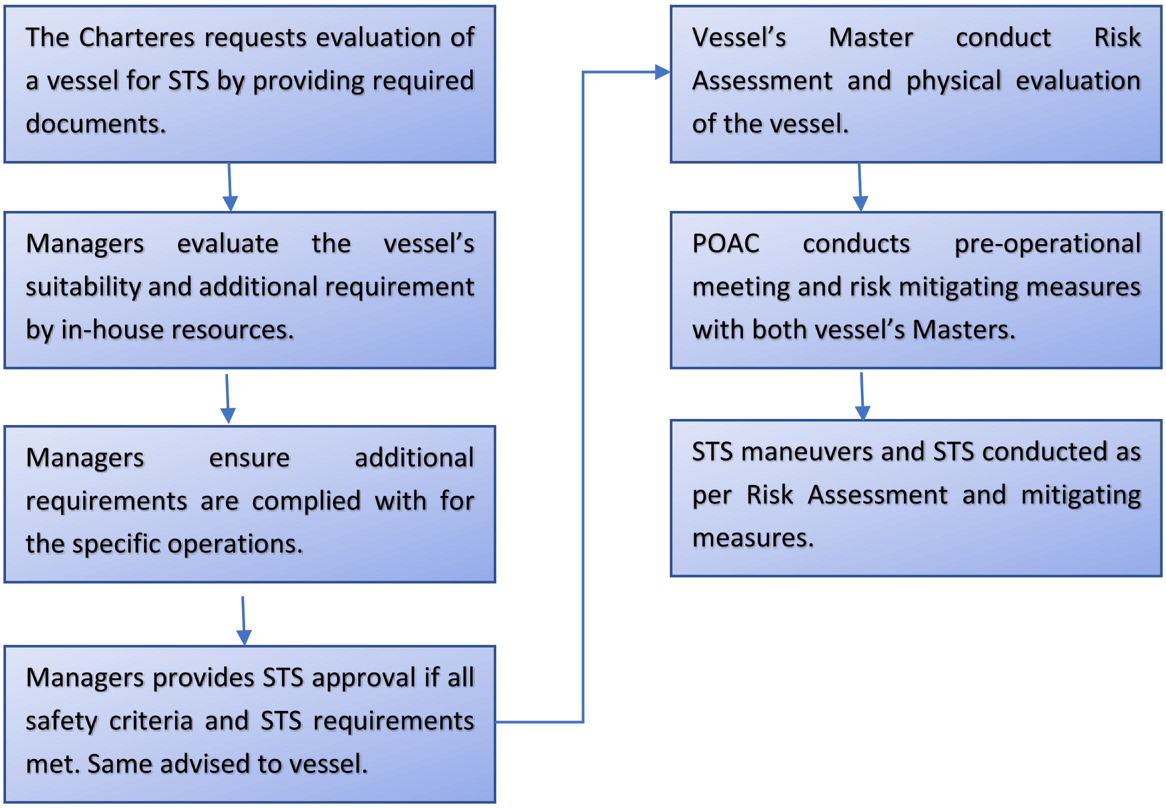


Figure 4: STS Screening Procedure

The in-house screening procedures take into consideration of the following items:

1) Various PSC reports.
2) Review of class status report, statutory requirements and recommendations.
3) Review of vessel's particulars and dimensions including review of vessel's condition, parallel body and freeboard.
4) Review of vessel's previous vetting inspection data (if required)
5) Assessment of mooring arrangement, mooring equipment and STS mooring plan.
6) Assessment of proposed STS operations, involved risks and mitigating measures.
7) Assessment of prevailing weather condition, current, sea and swell.
8) Recommendation of maneuvering procedures and fendering arrangements.
9) The quality assurance of the STS Service provider as per OCIMF guidelines.

Procedures Followed by Vessel

Prior to the STS operation, there are some procedures that have to be followed by the masters.

- Conduct STS drill/training prior STS operation.
- Carry out a Safety / Toolbox Meeting with all crew.
- Risk Assessment.
- STS Location Assessment.
- Prevailing weather assessment and ascertain safety weather criteria
- Discuss detailed description of mooring operations.
- Discuss detailed description of cargo / ballast procedures.
- Complete and comply with the company checklist.
- Discuss Liquid Spill, Contingency Plan & Duties of all Personnel.

Mooring Plan & Preparation

Prior to an STS operation, as a procedure a Mooring plan is prepared, to the satisfaction of the Master, incorporating the following information:

- Ensure to incorporate the size of the vessels involved
- The difference in size between the vessels.
- The expected difference in freeboard and displacement.
- The anticipated sea conditions and weather.
- No mixed moorings
- Only enclosed type fairleads should be used.
- Size and Number of Fenders in line with OCIMF Guidelines

The Mooring plan must always be a part of the risk assessment. It considers horizontal shifting of vessels to account for the difference in sizes. It incorporates expected difference in freeboard and displacement. Anticipated sea conditions and weather are considered. Mixed mooring in same direction should be avoided. Only enclosed type fairleads should be used.

The Mooring plan take into account the effect of rolling on both the vessels and the danger of contact as well as secondary fender adjustment. The size of fenders required to be calculated as per OCIMF STS Guidelines

A sample mooring plan is shown below

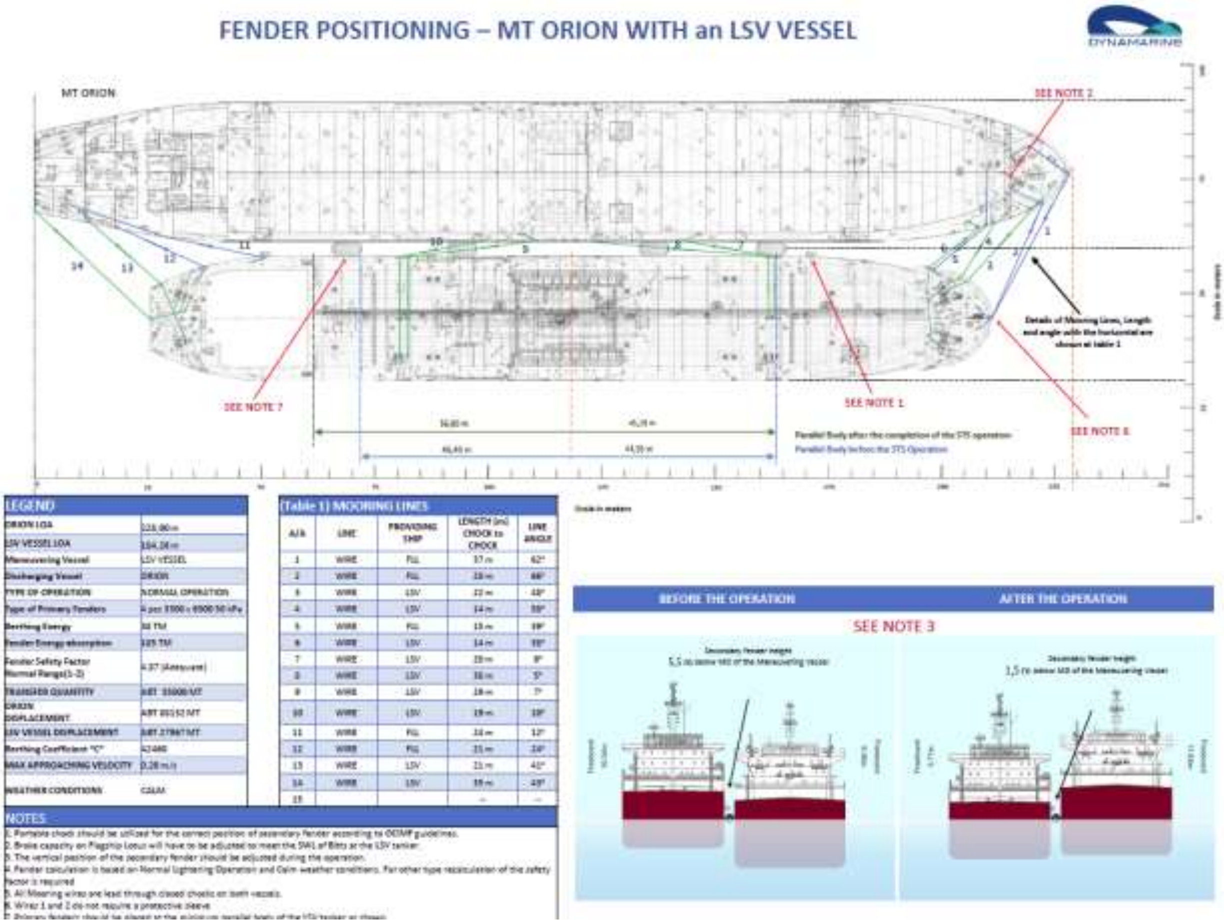


Figure 5: Sample Mooring Plan

Fenders

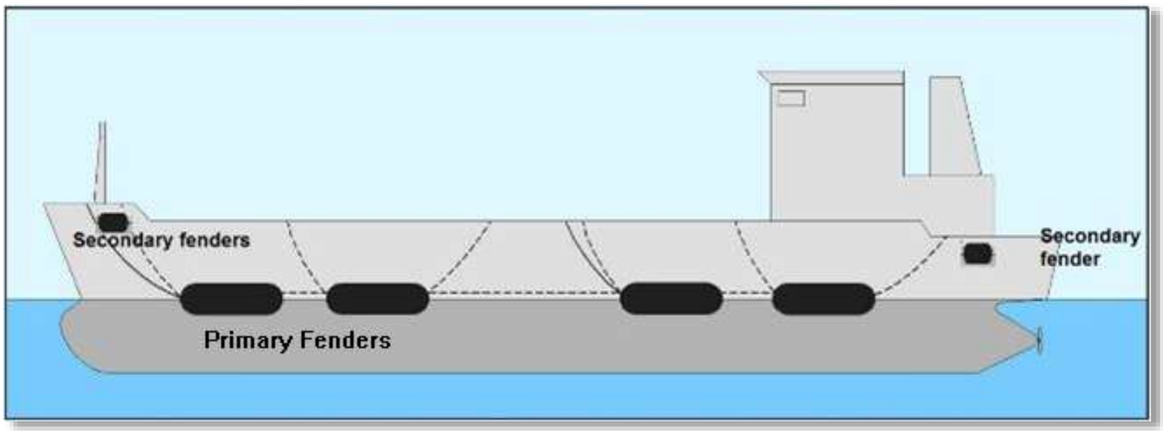


Figure 6: Sample primary and secondary Fender Rigging

Fender selection and fender rigging takes into account the following:

- Ensure the following is taken into account while fendering
- Difference in size between the vessels
- Expected difference in freeboard and displacement.
- Anticipated sea conditions and weather.
- The size and number of fenders required is to be calculated as per OCIMF STS Guidelines.
- Ensure fenders correctly rigged and positioned.
- Ensure that fenders are ISO 17357 approved and maintained according to manufacturer guidelines.

Reference to OCIMF STS Guidelines for fender selection takes place. The following criteria are considered:

- Table 9.1 gives a quick reference guide based on the berthing coefficient
- Take into account the weather and sea conditions prevailing
- Pay attention to the securing of Fenders, ensure it is in line with OCIMF guidelines
- The POAC will advise the position and method of securing fenders to the ships in advance of the operation
- Ensure adequate “pudding” fenders are available and kept ready / rigged to avoid damage
- Incase fendering is inadequate, do not hesitate to call off the operation
- The fenders must be distributed in such a way that the fenders will be able to distribute the maximum anticipated impact load within the parallel body of both ships
- Secondary Fenders must be fast on the farthest ends of the parallel body and pudding fenders placed as required.

Figures 7-16 depict fender rigging procedures

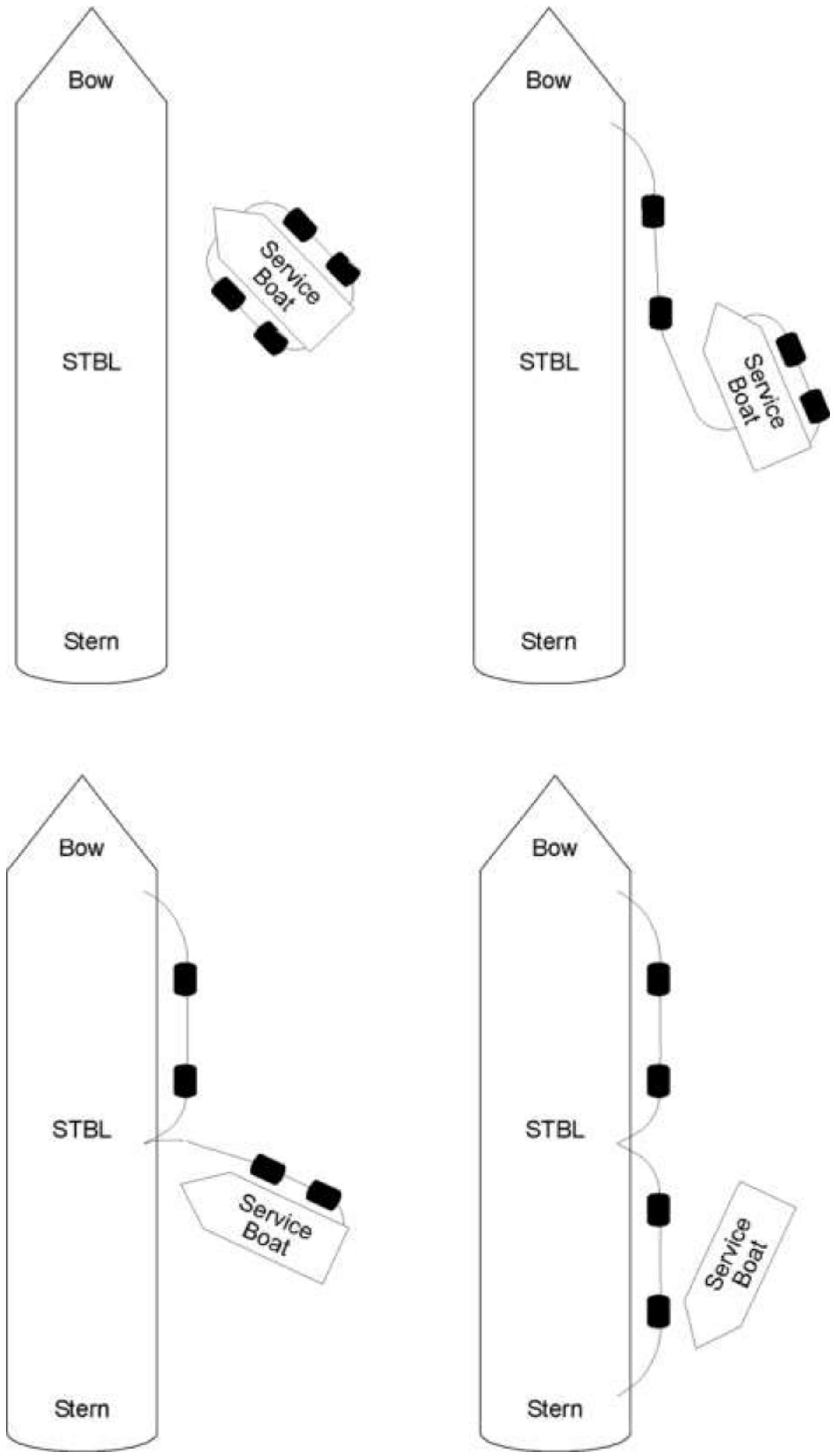


Figure 7: Fender rigging with the assistance of a service boat

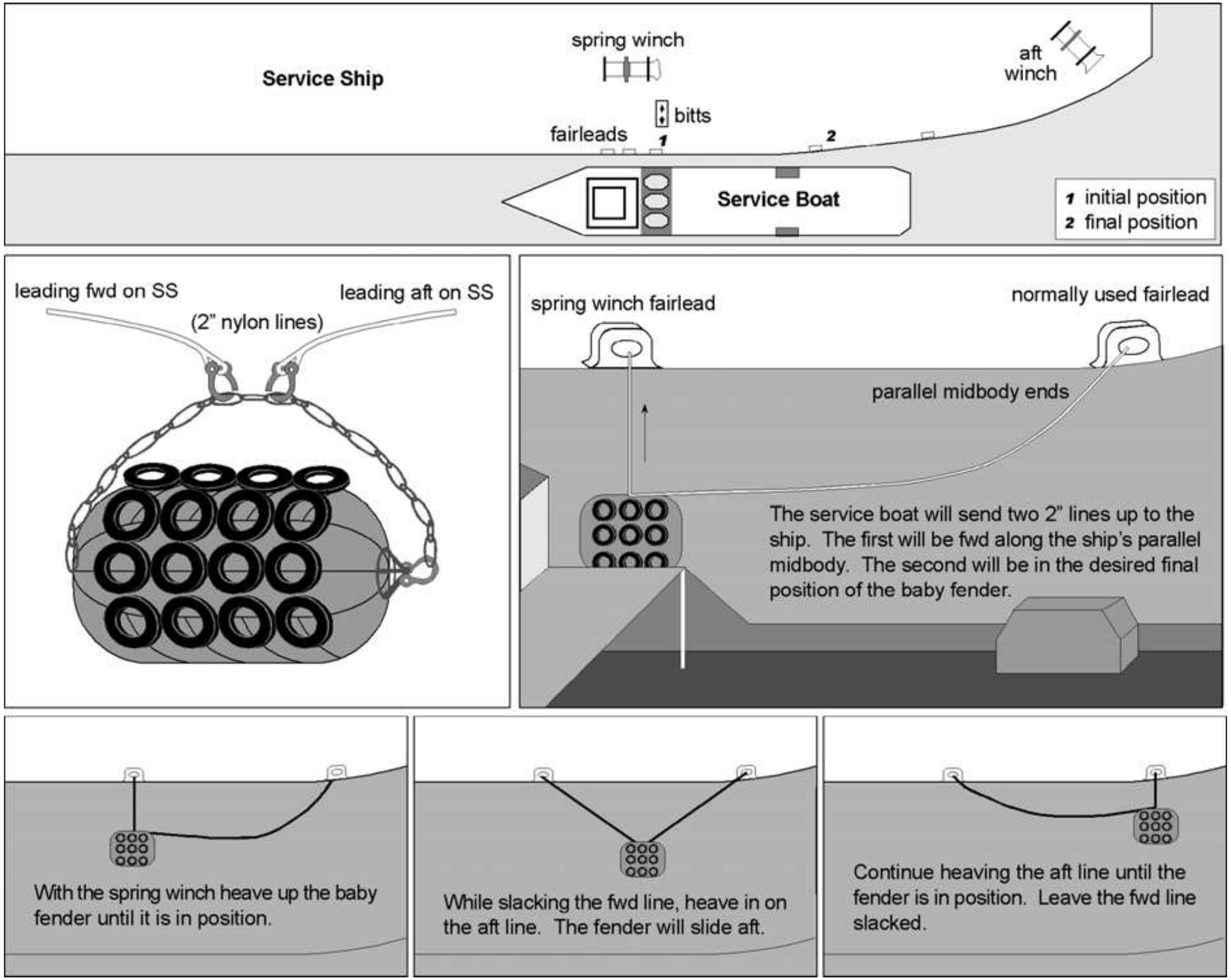
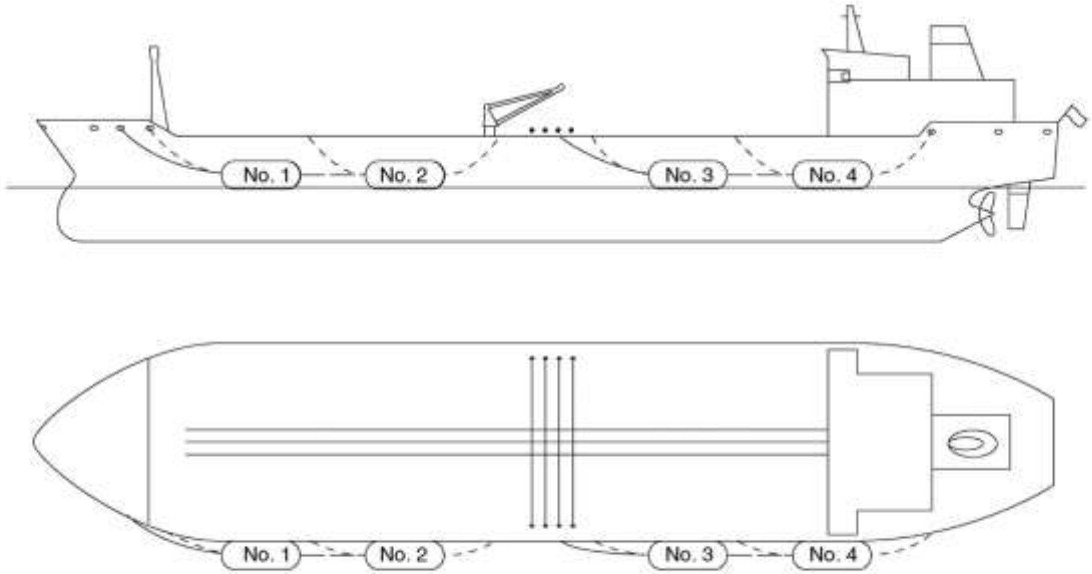


Figure 8: Rigging of secondary fender

MOORING ARRANGEMENT FOR 3.3M X 6.5M FENDERS RIGGED IN PAIRS
AUGUST 2004

drawing 1



LEGEND

PRIMARY (TOWING) MOORING
SECONDARY MOORING
CONNECTING PENNANT
FENDER

NOTES

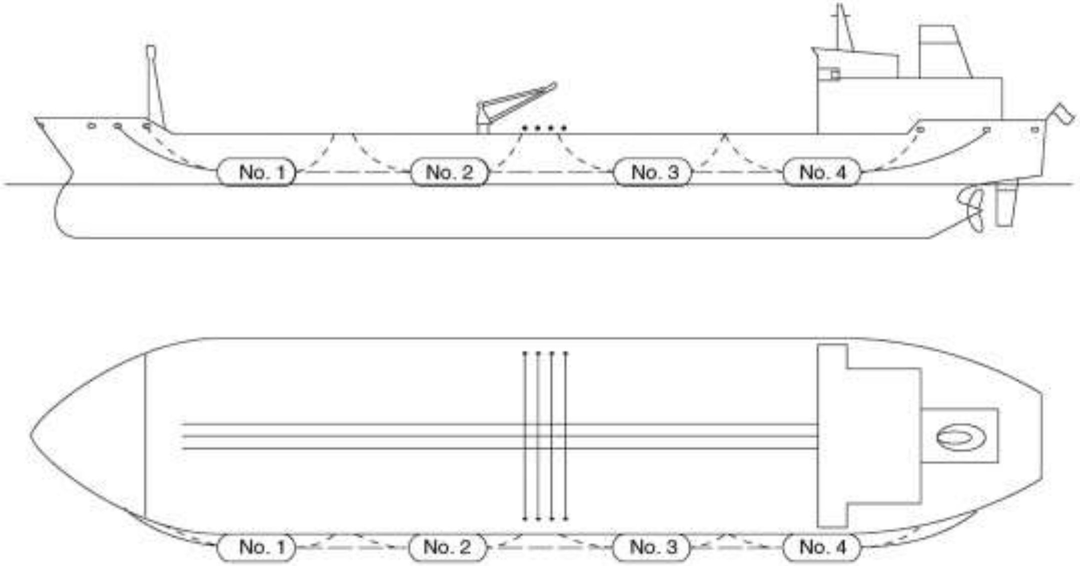
FOR DETAILS OF THE COMPONENTS REQUIRED, SEE THE RELATIVE MOORING ARRANGEMENT DRAWING

TOTAL MOORING COMPLEMENT FOR 3.3M X 6.5M FENDERS RIGGED IN PAIRS		
Total	**Brief Mooring Item Description**	**Item**
6 Pieces	60 metre Long Polypropylene Rope Secondary Mooring Rope MBL 55 T	No. 1
38 Pieces	38mm Bolt Type Anchor Shackle SWL 17 T MBL 85 T	No. 2
14 Pieces	38mm Alloy Steel Master Link SWL 18 T MBL 90 T	No. 3
2 Pieces	60 metre Long Primary Mooring Wire 28mm Dia (6 x 36) MBL 50 T	No. 4
2 Pieces	8 metre Long Nylon Rope Stretcher For Primary Mooring Wires MBL 72 T	No. 5
12 Pieces	3 metre Long Wire Fender Tails 28mm Dia (6x36) MBL 50 T	No. 6
2 Pieces	10 metre Long Polypropylene Rope Connecting Pennant MBL 55 T	No. 7
8 Pieces	38mm Double Bow Swivels SWL 20 T MBL 100 T	No. 8

Figure 9: Rigging arrangement of primary fenders

drawing 2

MOORING ARRANGEMENT FOR 3.3M X 6.5M FENDERS RIGGED ON THE TROT
AUGUST 2004



LEGEND

- PRIMARY (TOWING) MOORING
- SECONDARY MOORING
- CONNECTING PENNANT
- FENDER

NOTES

FOR DETAILS OF THE COMPONENTS REQUIRED, SEE THE RELATIVE MOORING ARRANGEMENT DRAWING

TOTAL MOORING COMPLEMENT FOR 3.3M X 6.5M FENDERS RIGGED ON THE TROT		
Total	**Brief Mooring Item Description**	**Item**
8 Pieces	60 metre Long Polypropylene Rope Secondary Mooring Rope MBL 55 T	No. 1
50 Pieces	38mm Bolt Type Anchor Shackle SWL 17 T MBL 85 T	No. 2
18 Pieces	38mm Alloy Steel Master Link SWL 18 T MBL 90 T	No. 3
2 Pieces	60 metre Long Primary Mooring Wire 28mm Dia (6 x 36) MBL 50 T	No. 4
2 Pieces	8 metre Long Nylon Rope Stretcher For Primary Mooring Wires MBL 72 T	No. 5
16 Pieces	3 metre Long Wire Fender Tails 28mm Dia (6x36) MBL 50 T	No. 6
3 Pieces	10 metre* Long Polypropylene Rope Connecting Pennant MBL 55 T	No. 7
8 Pieces	38mm Double Bow Swivels SWL 20 T MBL 100 T	No. 8

* Length should be adjusted to cover the parallel body length.

Figure 10: Rigging arrangement of primary fenders

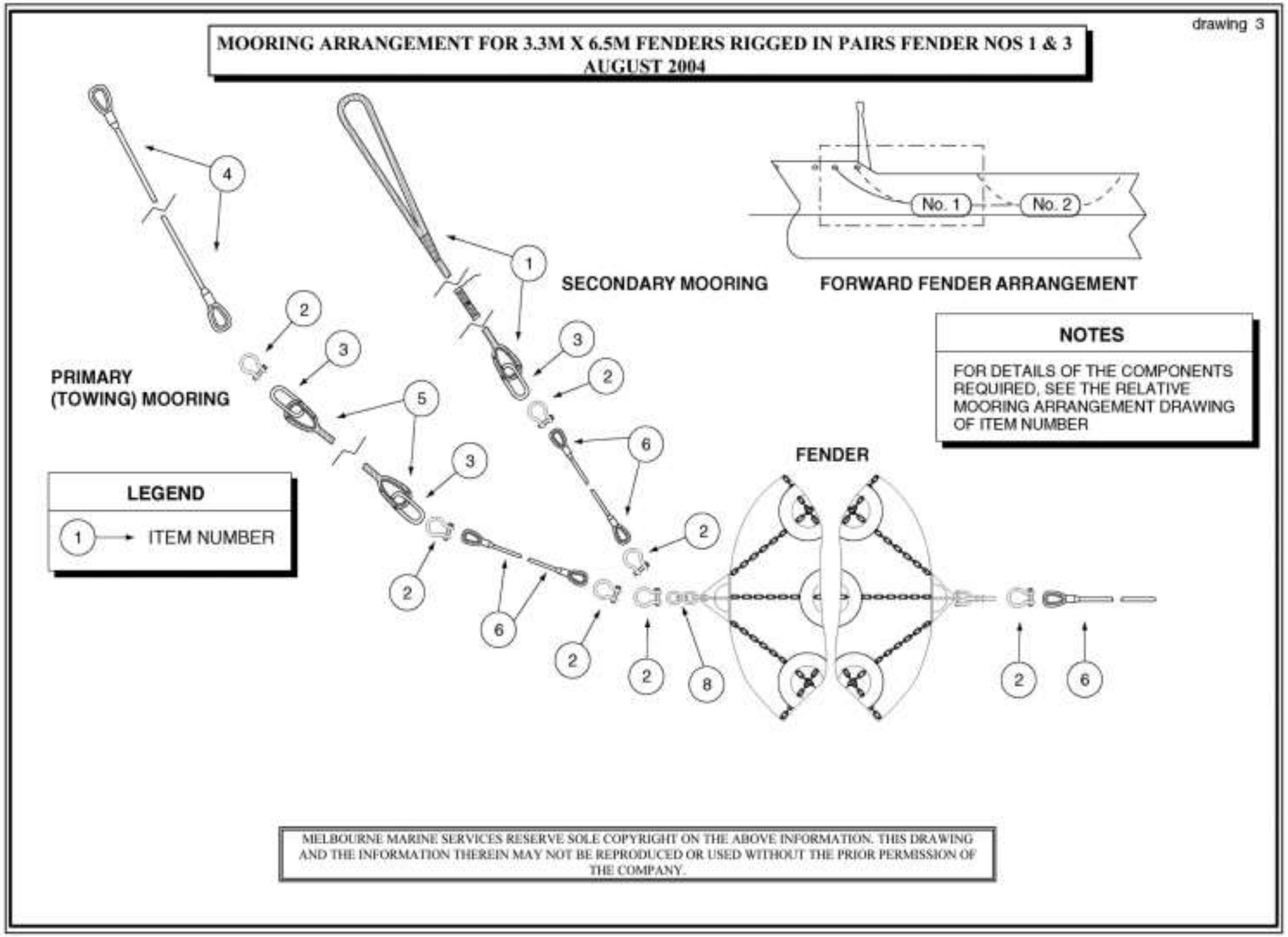


Figure 11: Primary fender pennant rope rigging

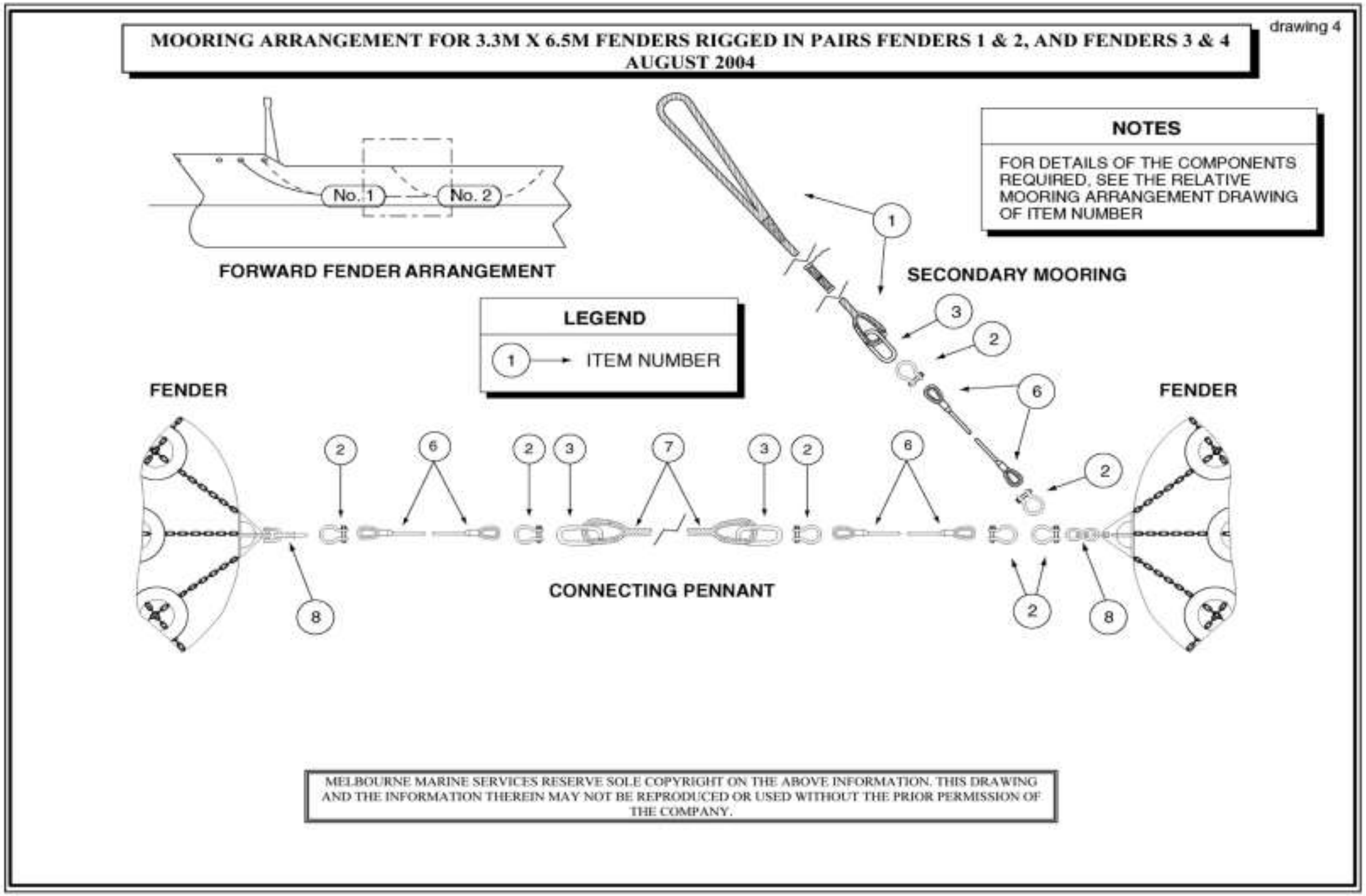
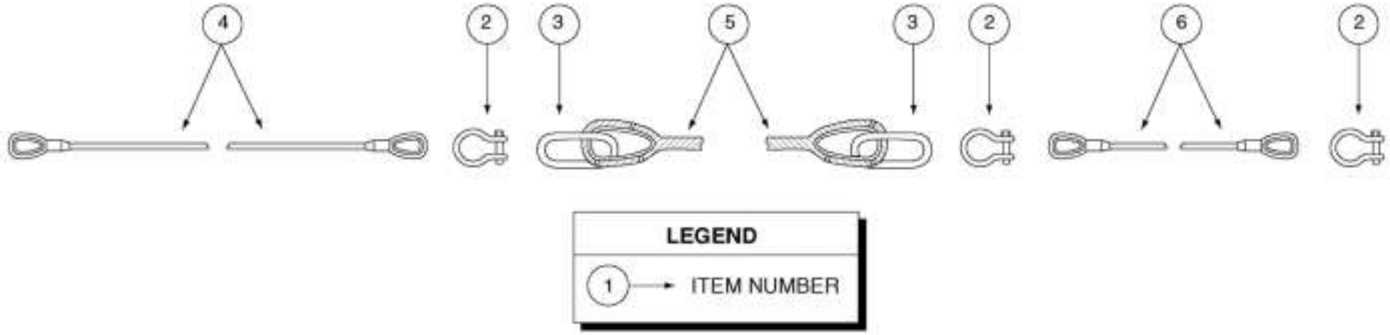


Figure 12: Primary fender pennant rope rigging

drawing 6

MOORING ARRANGEMENT FOR 3.3M X 6.5M FENDERS PRIMARY (TOWING) MOORING AUGUST 2004

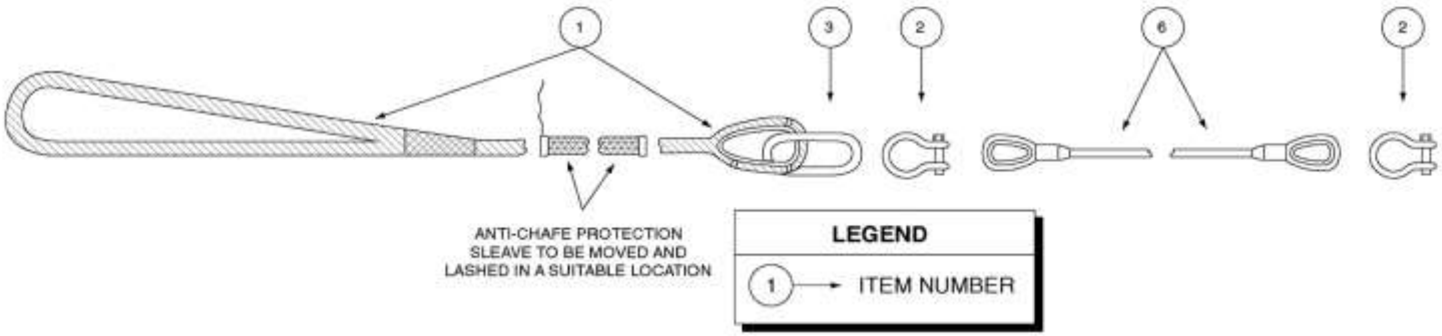


PRIMARY (TOWING) MOORING ROPE ASSEMBLY FOR 3.3M X 6.5M FENDERS	
ITEM NO.	**COMPONENT DESCRIPTION**
Item No. 2 Joining Shackle	Joining Shackle 38mm (1½ inch) bolt type galvanised anchor shackle with bolt, nut and stainless steel split pin. SWL 17 tonnes MBL 85 tonnes. (Federal Spec RR-C-271B)
Item No. 3 Master Link	Master link 38 mm in diameter alloy steel-quenched and tempered. SWL 18 tonnes MBL 90 tonnes.
Item No. 4 Primary (Towing) Mooring	Primary (Towing) Mooring Wire 60 metres long 28mm in diameter 6 x 36 IWRC galvanised steel wire rope MBL 50 tonnes (or similar) with a hard eye by thimble and super loop at each end.
Item No. 5 Nylon Stretcher	Nylon Stretcher 8 strand nylon rope 8 metres long 64 mm in diameter MBL 72 tonnes (or similar) fitted with a galvanised towing thimble and a 38mm (1½ inch) master link MBL 90 tonnes fitted at each end.
Item No. 6 Wire Fender Tail	Wire Fender Tail 3 metres long 28 mm in diameter 6 x 36 IWRC galvanised steel wire rope MBL 50 tonnes (or similar) with a hard eye by thimble and super loop at each end.

Figure 13: Primary fender pennant rope arrangement

drawing 7

MOORING ARRANGEMENT FOR 3.3M X 6.5M FENDERS SECONDARY MOORING
AUGUST 2004



SECONDARY MOORING ROPE ASSEMBLY FOR 3.3M X 6.5M FENDERS	
ITEM NO.	**COMPONENT DESCRIPTION**
Item No. 1 **Secondary Mooring**	Secondary Mooring 60 metre long ultra violet protected chaff resistant polypropylene rope, or similar, with minimum breaking load of 55 tonnes (or similar) , a 2 metre soft PTC protected eye at one end (deck) and a thimbled PTC protected eye with a 38mm SWL 18 tonnes (MBL 90 tonnes) master link at the other end. In addition to the above an anti chafe PTC / PU protected sleeve 2.5 metres long with 2 metres of 8mm log line or similar lashing at the sleeve ends to be fitted at the deck end.
Item No. 2 Joining Shackle	Joining Shackle 38mm (1½ inch) bolt type galvanised anchor shackle with bolt, nut and stainless steel split pin. SWL 17 tonnes MBL 85 tonnes. (Federal Spec RR-C-271B)
Item No. 3 Master Link	Master link 38 mm in diameter alloy steel-quenched and tempered. SWL 18 tonnes MBL 90 tonnes.
Item No. 6 Wire Fender Tail	Wire Fender Tail 3 metres long 28 mm in diameter 6 x 36 IWRC galvanised steel wire rope MBL 50 tonnes (or similar) with a hard eye by thimble and super loop at each end.

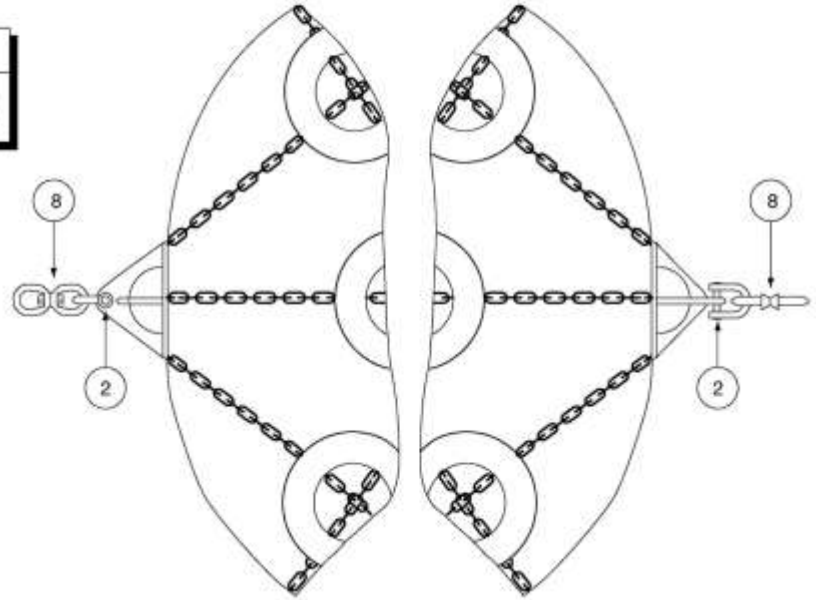
Figure 14: Primary fender connecting rope arrangement

drawing 9

MOORING ARRANGEMENT FOR 3.3M X 6.5M FENDERS
AUGUST 2004

LEGEND

(1) → ITEM NUMBER



FENDER ASSEMBLY FOR 3.3M X 6.5M FENDERS	
ITEM NO.	**COMPONENT DESCRIPTION**
Item No. 2 Joining Shackle	Joining Shackle 38mm (1½ inch) bolt type galvanised anchor shackle with bolt, nut and stainless steel split pin. SWL 17 tonnes MBL 85 tonnes.(Federal Spec RR-C-271B)
Item No. 8 Fender Swivel	Fender Double Bow Swivel 38mm (1½ inch) diameter SWL 20 tonnes and MBL 100 tonnes. Hot dipped galvanised (Federal Specification RR-C-271D)

Figure 15: Primary fender connecting shackles



Figure 16: STS Operation with small LPG vessels

Hazards of Operations

The following hazards from STS operations have identified by the industry as the most common. Such hazards are addressed within the risk assessment and control measures are proposed as a risk mitigating action

- Inadequate control during berthing/unberthing/alongside leading to contact damage.
- Mooring/unmooring and personal injury.
- Cargo operation and overflow/over pressurization incident.
- Loss of containment and cargo spill/vapor release.
- Inadequate arrangement and personal injury during transfer.
- Personal injury during hose handling.
- Failure of hoses, fenders and mooring ropes.
- Mooring breakaway and loss of containment, damage to cargo equipment and personal injury.
- Deterioration of weather and/or sea conditions.
- Security breach incident.

Risk Mitigation Measures

The company requires that master shall develop a risk assessment for each STS operation. The company has Generic Risk Assessment to assist vessel to prepare a operation specific RA.

Following mitigations measures are in place:

- Evaluation of the STS Service Provider and POAC who has ship handling skills and local knowledge.
- BSM maintain high standard Bridge Team with good experience.
- STS trainings are imparted to the ship's staffs.
- The company has established detailed procedures for all phases of the STS operation.
- Detailed contingency plans are developed for STS specific emergencies.
- The company has procedures to check and ensure proper maintenance of STS equipment.
- Company has established detail checklists in line with OCIMF guidance which are completed in all phases of the transfer operation.
- Tank high level alarms, pressure alarms and ESD system are maintained in operational condition.
- Adequate competent and experiences crew are provided on board to ensure efficient operation and sufficient rest hours.
- Weather forecast are checked and operations undertaken during the acceptable weather condition.

Below table 1 identifies the causal factors as per OCIMF. Table 2 outlines the mitigating actions that are possible.

TABLE 1

A/A	OCIMF CAUSAL FACTORS	ACTIONS
1	Steering / propulsion failure	13, 35, 36, 37
2	**Fender defect**	3, 7, 14, 23
3	**Inadequate fendering**	24
4	**Mismatched manoeuvering characteristics**	18, 24
5	**Pilotage error**	12, 24, 30
6	**Insufficient manoeuvering room**	9, 17
7	Inadequate watchkeeping	31, 40
8	Inadequate communication	12, 20, 30, 24
9	**Inadequate training**	19, 22, 23, 40
10	Inadequate procedures	19, 22, 40
11	**Inadequate experience**	19, 22, 23, 24, 40
12	Crew Fatigue	22, 28, 29
13	Failure to follow procedures	12, 23
14	Abnormal metocean conditions	2, 32, 33
15	Poor visibility - Restricted Lighting	16
16	Inadequate tug/support vessel	24
17	Inadequate operational planning and control	19, 20, 22, 34

18	Inadequate planning for emergency breakaway	19, 20, 21, 38
19	**Inadequate information on vessel motion limits for all filling levels**	10, 15
20	**Large roll angles**	24, 27, 32, 33, 38
21	**Different roll periods**	24, 27, 33
22	Tug/support vessel failure	24
23	**Passing ship effect**	9, 33
24	**Inadequate compatibility study- bridge wind separation, parallel body lengths**	11, 15, 18, 19
25	**Inadequate equipment inspection, testing and maintenance**	19, 24, 25, 26
26	**Equipment not fit for purpose**	19, 23, 25
27	**Equipment unapproved/not fit for purpose**	19, 23, 25, 26
28	**Mooring equipment failure**	3, 7, 11, 27
29	**Damaged mooring due to chafing and cycling loading**	3, 7, 11, 27
30	Inadequate compatibility study - personel landing area	5
31	**Defective personel transfer equipment**	5
32	**Inadequate transfer equipment**	5, 24, 25
33	Level measurement and overfill protection systems inadequate for open water operation	6, 39
34	Transfer rate too high	6, 24
35	Defective overfill protection	6, 8, 39
36	Inadequate contigency planning	14, 20, 21, 22
37	**Inadequate incident management**	22, 28, 29
38	Loss of containment - vapour	1, 4, 6, 8, 25, 39

TABLE 2

A/A	Control Measures
1	Mooring master to be provided with a personal gas monitor, when on deck the attending mooring master to be advised if the vessel is to vent to atmosphere
2	Mooring master to be provided with accurate an up to date forecast prior to commencing the operation and both vessels to be sent the forecast throughout the STS.
3	During loading and or discharge operations the mooring master is to check moorings and fenders at regular intervals. Should moorings or fender position require adjusting due to the vessels change in trim then he is to request assistance from the ship's crew
4	The procedure for connection integrity verifications of STS cargo hoses to be used prior to commencing cargo operations, results recorded in deck log book. Hose certificates to be in date (yearly) and inspection carried out by MM prior to departing base.

5	Only competent, well trained ships staff to operate crane. PT by Crane checklists to be completed to the satisfaction of SPT prior to the operation. Transfer of personnel carried out by a certified SPT Billy Pugh transfer basket and crane certified for lifting personnel. Where a crane is NOT certified and the Master is willing to use the pilot ladder, 4T or more lifting strops to be used. Mooring master to assist & supervise hose connection and disconnection as per Procedure
6	Mooring master to carry out pre-cargo meeting and checklist # 4
7	Regular checks to be made on the fender/vessel moorings by the MM and vessels crew, and MMA. In the event of an emergency, SS vessel engines stood by within 15 mins notice
8	Adequate pollution response equipment to be standing by the ships manifold including SOPEP
9	Mooring master to check Traffic movements with local harbour authority
10	Mooring master to be provided with accurate mooring master job information, and the vessel to be fully screened by the designated operator. Suitability of fender size to be assessed against the vessels freeboard prior to commencing the operation. Mooring master to discuss the trim with both masters prior to berthing.
11	Mooring master to be provided with vessels mooring arrangement. Moorings to be discussed between MM & ships captains prior to run in.
12	Mooring Master to Emphasise that "English" to be the spoken language during operations. Mooring masters to be provided with intrinsically safe VHF which is fully charged with a spare battery and its operation is checked prior to departure.
13	Main engine to be tested astern prior to run in, maximum speed of vessels dependant on their DSL AHD speed but between 4 – 6 kts, anchors to be cleared
14	Emergency contingency plans to be discussed between mooring master and ships captains. Fenders inspected and tested in date prior to departure. Experienced. Competent mooring masters used.
15	Secondary fenders to be adjusted accordingly during berthing to ensure maximum protection. Vessels to be staggered once berthed to ensure bridge wings are not parallel to one another. Weather forecast to be issued to vessels regularly. Should the wind, weather or sea state/swell suddenly or forecasted deteriorate so as to prove a potential risk during the STS the mooring master is to hold a meeting between the masters of the 2 vessels and discuss possible preparations for separating.
16	Weather conditions to be suitable for night time berthing with consent of both vessels captains. Bridge wing spot lights to be used as required.
17	Vessels arrive/depart STS location displaying Restricted in ability to manoeuvre (RAM) signal as required
18	Request advanced information relating to the overall dimensions, freeboard, and position of manifolds, mooring points and fenders of the other ship at the earliest opportunity. The Company should be contacted in case any of the submitted information raises a point of concern.
19	A certified STS assessment specialised contractor will be consulted to evaluate the entire operation

20	In addition to having carefully completed and exchanged information with the other vessel as per STS Transfer Guide Checklists no.2,3,4 and 5 it should be ensured that any other information related to the operation has been promptly communicated, as necessary, and utilized in the safe planning/conduct of the operation .
21	An STS contingency plan should be prepared and agreed by involved parties
22	Details of all stages of the STS operation, including normal and emergency procedures, should be presented and analyzed to the ship's crew prior to the operation during a safety meeting.
23	An STS Emergency Drill should be carried out.
24	Competency experience of the STS organizer and person in charge to be requested/reviewed in case the Company has no previous experience with the particular organisers.
25	A visual inspection of the transfer hose assemblies should be carried out before they are connected to the manifolds to determine if any damage has been caused when taking them on board.
26	Check that the MAWP and date of last annual pressure test is marked on the hose(s).
27	While vessel is moored, the condition of the mooring wires/tails should be frequently checked.
28	Work activities onboard prior to arriving to the STS area should be so planned so that adequate period of rest to have been provided to the involved crew.
29	During the STS operation, the crew watches should be arranged taking into consideration the planned density of the lightering operations.
30	Back up VHF radios/frequencies and emergency communication means (i.e. whistle) for the entire period of the operation should be agreed with the Mooring Master. Refer to STS Transfer Guide.
31	During the entire STS operation the bridge must always be manned and position fixing should be carried at frequent intervals
32	The Master and Mooring Master should mutually agree that the prevailing weather condition in general is favorable to perform the operation
33	The Master should ensure that weather reports are frequently updated and discussed with the mooring Master
34	Berthing/unberthing should be carried out during daylight and with visibility acceptable by all involved personnel.
35	Any berthing/un-berthing operation should be aborted in case of steering or main engine power failure.
36	Pre-arrival tests of steering gear and Main engine should be carried out prior to the operation.
37	Both steering motors should be running prior to STS mooring
38	Ensure availability at mooring stations long handle fire axes or other suitable cutting equipment.

39	Monitoring of COT level with manual Hermetic UTI tape with high attention during critical stages, double check to be carried out through SAAB local display unit in CCR. Topping of to be performed with 2 tanks at time with 2 meters difference between each pair. Minimize the loading rate as much as possible during topping of. Stages of topping of to be thoroughly recorded in loading plan with clear instructions regarding the topping of sequences of cargo tanks. Sufficient personnel with walkie talkies to be available on deck during topping of stages. Terminal to be informed at agreed time reducing the topping of loading rate. Fixed gauging system to be tested and confirmed fully operational including the level alarms. Any information related to the operation has been promptly communicated, as necessary, and utilised in the safe planning / conduct of the operation.
40	STS training /table top meeting to be held prior STS operations. Tool box meeting at site. Master and officers must discuss about: mooring pattern, snap back zones, mooring sequence and the particular dangers for that mooring operation. Master ensures that all officers fully understood the operation and therefore their stations crew requirements.

STS Checklist

Checklist are essential reminders of the principal safety factors to be considered. The company has established checklist to be used at various phases of the operations:

- Checklist 1 – Pre-Fixture information.
- Checklist 2 – Before Operation Commence.
- Checklist 3 – Before Run-In and Mooring.
- Checklist 4 – Before Cargo Transfer.
- Checklist 5 – Before Unmooring.
- Checklist 6 – STS Operation in Port.

Checklists are available in the company STS plan. These are completed diligently and filed on board. Records are kept on board for future references.



Figure 17: STS Operation with LPG vessels

Traffic Assessment for STS Operation

Following requirements are complied with:

- Full navigation practice as per company requirement is observed. One officer is always stand-by on bridge.
- Warning broadcasted before STS operation, and regularly during STS.
- AIS setting changed to reflect the STS operation.
- STS is conducted in designated anchorage area.
- No berthing at night/dark hours.
- STS operation is conducted under reputed STS service providers/POAC.
- Experienced pilots for maneuvering the daughter vessel.
- One or two tug boats are used for STS maneuvering.
- One tug is always stand-by or available at short notice during the cargo operation for emergency.

STS Drill, Training and Safety Meeting

Ship-to-Ship transfer drills, emergency drills are conducted at least once a month for vessels engaged in regular STS operations. Additionally, within 7 days of the STS operation, a safety drill are conducted as required by BSM STS Plan. Training to ship's staffs conducted on the basis of the outcome of the drill.

Prior STS operation, tool box meeting is conducted to explain the intending operations, hazards, weather and mitigation measures.

Communication Procedure

BSM STS plan has communication requirement at various stages of the Ship to Ship Transfer:

- Upon receiving a vessel's name, suitability of the vessel for STS operation assessed by Marine Superintendent, independent STS Company.
- During the subsequent communication, the Service Provider/POAC is evaluated by the office. Details of the operation and the joint use of safety checklists made .
- Risk assessment done prior every STS operation which is also evaluated by office.
- Establishing common language with the participating vessel for effective communication.
- During failure of communication with the approaching vessel, operation is aborted.
- Main communication during STS cargo operation by portable UHF which is backed up by Ship's VHF.

Assessment of weather

Due to the geographical location, the proposed STS area is sheltered and weather generally is satisfactory. Before every operation, the weather is assessed and accepted by both the Master and POAC.

BSM vessels are subscribed to advanced weather service, for monitoring weather forecasts. This service send present and next five days forecast, 4-6 times a day and whenever the vessel requests. Local weather data including weather forecast during STS period will be analyzed prior to the operation.

If weather deteriorates or bad weather expected, the STS operation is suspended and vessels are cast off. Further deterioration, the vessels leaves anchorage and proceeds to open sea.

Below figure 18 depicts a sample weather assessment for Andaman Seas.

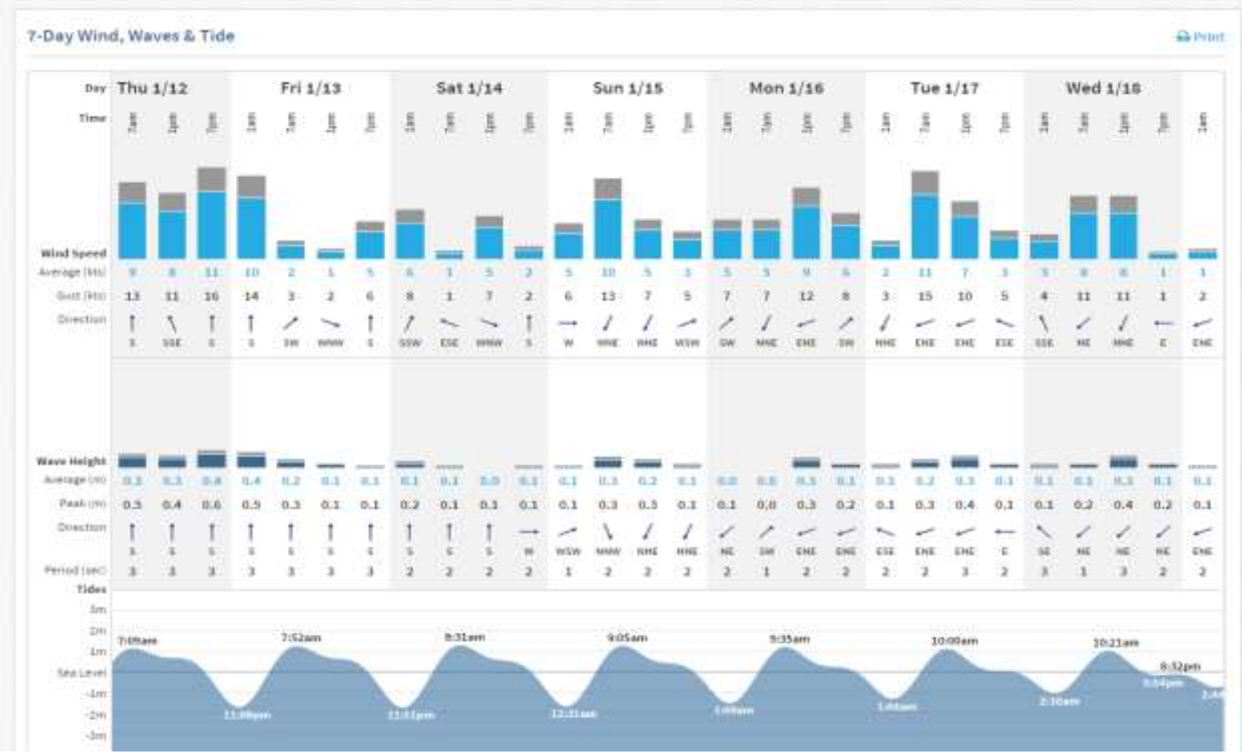


Figure 18: Weather prediction data compatible for STs operations

Weather limitations

STS Mooring Operations will not take place if any of the following parameters are evident.

- Wind speed greater than 25 knots
- Average wave height greater than 1.5 meters
- Current greater than 2 knots

Propane/Butane/LPG and Its Hazards

Propane and Butane both are liquefied petroleum gas. Propane and Butane are in the same group and this group is called LPG (Liquefied Petroleum Gas). LPG is produced in the refinery and can be shipped on a LPG vessel either Propane or Butane separately or as a mixture called LPG mix. These can be shipped in the pressurized vessel or in a refrigerated LPG vessels.

LPG properties and hazards:

- Butane and Propane are hydrocarbon of similar group and named differently due to their carbon number. Both are commonly named as LPG. Both are compatible to each other and often carried as mixture as LPG mix.
- LPG is clean-burning fuel as having lower carbon content.
- It reduces the significant harmful emission comparing to other petroleum products.
- Due to clean and non-toxic nature, LPG is widely used in the domestic cooking/heating purpose.
- LPG is not normally reactive and no hazardous reaction occurred except with Chlorine.

- LPG is highly flammable and can cause fire and explosion. However, LPG vessels and operations are conducted in safe manner minimizing risk level almost to zero.
- LPG is non-toxic and no health hazards except sometimes cold liquid/vapor may cause some frost-bite. With details safety precautions and closed operation, it is unlikely to happen. Minimum exposure to cargo liquid/vapour.
- Due to clean in nature, it doesn't pose hazards to health/environment from emission.
- When spill into water, it evaporates rapidly and not missing with the water. It is not categorized as marine pollutant.

LPG vessels are manned with trained and experienced crew to conduct the operations in safe manner. To conduct various operations (loading, discharging, gassing up, cooling down, inerting, purging and gas freeing etc.) safely, the company has established procedures in line with industry guidelines and statutory requirements. Vessel's arrangement and equipment are approved by the administration. It's condition and equipment are maintained to the satisfaction of the Classification societies and up to company requirements. Operations are being carried out safely in port or at sea by STS transfer with good safety records comparing to the other type of vessels.

Emergency/Contingency

All emergencies are dealt in accordance with BSM procedures in line with coastal administration. Specific for Gas Leak the following are noted:

- Gas leakage is very unlikely as high integrity of LPG tanker. LPG is non-toxic.
- There is no record of gas leakages to our managed vessels.
- Qualified and experienced officers and crews employed.
- Operation is monitored by a responsible Superintendent.
- Loading/discharging plan, gas-up and cooling down plans are reviewed in Office.
- Extreme precautions are taken for avoiding any gas leak incident.
- Discharge to sea: Non toxic, not soluble (LPG gases). Marine pollution is not possible.
- Attached company contingency plan for gas leakages and failure of cargo containment system.

SOUTHERN MYANMAR DEVELOPMENT CO., LTD.

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်။ ။ 044 / SMD / MIC (2018-2019)
ရက်စွဲ ။ ။၂၀၁၉ခုနှစ်၊ ဇန်နဝါရီလ ( )ရက်

အကြောင်းအရာ။ ။ **ဝန်ခံကတိပြုခြင်း**

ရည်ညွှန်းချက် ။ ။ **မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၂၀၁၉ခုနှစ်၊ ဇန်နဝါရီလ(၂၂)ရက်နေ့ ရက်စွဲပါ စာအမှတ် - မရက-၅(စ)/ခ-၀၁၉/၂၀၁၉(၀၃၅)**

အထက်ပါအကြောင်းအရာနှင့်ပတ်သက်၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် မှတဆင့် ပို့ဆောင်ရေးနှင့်ဆက်သွယ်ရေးဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်အကြောင်းပြန်ကြားခြင်း ကိစ္စနှင့် ပတ်သက်၍ ဝန်ကြီးဌာနမှ ညွှန်ကြားထားသောစာအပိုဒ်(၂)ပါ စီမံကိန်းလုပ်ငန်းအားအကောင်အထည်ဖော်ဆောင်ရွက်ရာတွင် VLGC သင်္ဘောကြီးများကြောင့်လည်းကောင်း၊ LPG Feeder များကြောင့်လည်းကောင်း၊ Liquefied Petroleum Gas(LPG) များကြောင့်လည်းကောင်း၊ ရေထုညစ်ညမ်းမှု မဖြစ်ပွားစေရေးအတွက် E Guard Environmental Service နှင့်ပူးပေါင်းကာဆောင်ရွက်လျှက်ရှိပါကြောင်းနှင့် ကျန်သဘောထားမှတ်ချက်ပါ ညွှန်ကြားထားသည့် လုပ်ငန်းများအား လိုက်နာ၍ဆက်လက်ဆောင်ရွက်သွားမည်ဖြစ်ပါကြောင်း ဝန်ခံကတိပြုပါသည်။

လေးစားစွာဖြင့်

U SEIN WAN
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